## EMERGENCY REQUEST FOR PROPOSALS (Emergency RFP)

for

#### **BUILDING/CONSTRUCTION MANAGEMENT**

#### **SELECTED SERVICES**



Emergency RFP #: 107140-064

**Date Issued:** 

January 19, 2022

Proposal Due Date/Time: February 15, 2022, 3:00 PM CST

State of Louisiana
Division of Administration
Office of Community Development

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#### **IMPORTANT DISCLAIMERS**

This Emergency Request for Proposal ("Emergency RFP") is issued under authority of Governor John Bel Edwards Proclamation of Emergency, 238 JBE 2021 Renewal of State of Emergency and Extension of Emergency Provisions for Hurricane Laura, and Governor John Bel Edwards Proclamation of Emergency, 1 JBE 2022 Amendment to State of Emergency - Hurricane Ida.

OCD-DRU is soliciting proposals from interested entities that wish to provide Building/construction management services for any federal or state funded (in whole or in part) programs or initiatives related to emergencies related to hurricanes Laura and Ida.

Due to the state of emergency, this Emergency RFP is being issued as an emergency request for proposals under authority of the Executive OrderS and ordinary procurement laws are suspended. Time is of the essence in identifying and contracting with qualified entities to assist with the State of Louisiana's recovery from hurricanes Laura and Ida.

This Emergency Request for Proposal ("Emergency RFP") is to obtain information and costs and does not guarantee an award. This information will be reviewed and discussed by the Office of Community Development and may or may not result in an award of a contract/purchase order.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this Emergency RFP identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1-44, and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

# EMERGENCY REQUEST FOR PROPOSALS FOR BUILDING/ CONSTRUCTION MANAGEMENT SELECTED SERVICES

#### PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

#### 1.1 Purpose

The Louisiana Division of Administration, Office of Community Development (hereinafter referred to as the "OCD") is issuing this Emergency Request for Proposal ("Emergency RFP") to solicit proposals from interested entities that wish to provide services needed in connection with Building/Construction Management (BCM) selected services for any federal or state funded (in whole or in part) disaster recovery, resilience/mitigation programs or initiatives, or other funding related to a currently existing emergency which OCD administers or has a stakeholder interest, collectively referred to as the "Program".

OCD requires prospective Proposers to propose comprehensive services that (1) are based on an understanding of the Program as outlined in the relevant resource documents and, (2) provide the scope and breadth of services that are responsive to the needs of the Program, and, (3) ensure all work is performed in a timely manner in accordance with programmatic, statutory, and regulatory requirements.

OCD hereby determines that this project requires a license in the classification of Residential Construction and a Commercial license in the classification of Building Construction. RESPONSES TO THIS EMERGENCY REP SHALL BE ACCEPTED ONLY FROM CONTRACTORS WHO ARE LICENSED UNDER LA. R.S. 37:2150-2192 FOR THE CLASSIFICATIONS OF RESIDENTIAL CONSTRUCTION AND COMMERCIAL WITH A CLASSIFICATION OF BUILDING CONSTRUCTION. All Proposers are required to certify in Attachment I, Certification Statement, that they hold active licenses at the time of submission of the proposal.

Failure to provide a copy of the licenses with the proposal may be grounds for the State to reject. Additionally, any objection to the classifications must be submitted to OCD at least ten (10) working days prior to the deadline for receipt of proposals contained in the Section 1.6, Schedule of Events.

As a result of this Emergency RFP, the State may select one or more Contractors to provide Building/Construction Management selected services for parts of the Program, and a selected Proposer(s) may not be the exclusive provider of that service. Other providers may be pre-existing or acquired through subsequent procurement. Compensation for the task(s) assigned will be based on the BCM fees as provided in the selected proposal(s) or lower negotiated rates.

The successful Contractor(s) will be required to coordinate and integrate awarded operational areas into existing and/or new program processes and systems, working with other State contractors and/or representatives, as specified by the State , including with special emphasis, the Program Management contractor(s) (current or future) for any Program for which the successful Contractor(s) is providing BCM services.

#### 1.2 Background

OCD, on behalf of the State of Louisiana ("State"), administers the State's Community

Development Block Grant – Disaster Recovery and Mitigation/Resiliency and other federally funded

Programs as needed and is seeking to contract with an entity or entities to provide

Building/Construction Management Services described in Part 2, Scope of Services. This Emergency

RFP will provide additional resources to allow OCD to provide services in a timely manner.

#### 1.3 Goals and Objectives

The objectives include, but are not limited to, assisting OCD with the administration of the Program; and assisting the State of Louisiana with maintaining compliance with federal requirements and OCD's business requirements.

#### 1.4 Term of Contract

The term of any contract(s) resulting from this Emergency RFP shall begin on or about \_\_\_\_\_\_ and is anticipated to end on \_\_\_\_\_\_. OCD may exercise an option to extend for up to a total of thirty-six (36) additional months at the same rates, terms and conditions of the initial contract term with the concurrence of the Contractor and subject to all the appropriate approvals, including approval of the Office of State Procurement in accordance with La. R.S. 39:1595.1. Prior to the extension of the contract beyond the thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### 1.5 Definitions

Action Plan	Proposed activities approved by the Dept. of Housing and Urban Development
	(HUD) to guide recovery from a disaster. See <a href="http://www.doa.la.gov/Pages/ocd-">http://www.doa.la.gov/Pages/ocd-</a>
	dru/Action_Plans.aspx.
Agency	OCD
Building/Construction	Denotes specific services to be provided by the Contractor(s) awarded a contract
Management Services	under this Emergency RFP.
(BCM)	
CDBG	Community Development Block Grant
Construction Activities	Rehabilitation, reconstruction, new construction, demolition and/or elevation
	services.
Contractor	The selected proposer following negotiation, execution and required approvals of
	executed contract. There may be more than one Contractor.
Contractor's Program	Contractor's principal point-of-contact for the State.
Director	

Discussions	For the purposes of this Emergency RFP, a formal, structured means of
	conducting written or oral communications/presentations with responsible
	Proposers who submit proposals in response to this Emergency RFP.
DOA	Division of Administration
Grant Management	The state may provide the Grant Management System (the system of record and
System	the program application used for processing applicants during the application
	process). The Grant Management system used will be hosted by the State. The
	State has the authority to change the Grant Management System.
HUD	U.S. Department of Housing and Urban Development, the federal agency that
	administers CDBG funds.
IT Services	The State Office of Technology Services (OTS) will provide IT services for the State
	to support these Emergency RFP services, unless specified in this Emergency RFP
	to be provided by the successful Proposer.
May, Should and Can	Denote an advisory or permissible action.
Must, Shall or Will	Denotes mandatory requirements that must be met without alteration.
OSP	Office of State Procurement
OTS	Office of Technology Services, Division of Administration, State of Louisiana
Program	State programs which OCD administers or is a stakeholder and/or other disaster
	recovery programs and other state or federal funded initiatives yet to be defined,
	including programs occurring as a result of past and future disasters.
Program Management	Denotes specific services to be provided by the contractor(s) awarded a contract
Selected Services	under the companion RFP 107140-064.
Proposer	A firm that responds to this Emergency RFP.
QA/QC	Quality assurance and quality control processes are the combination of quality
4,740	assurance, the process or set of processes used to measure and ensure the quality
	of a service (e.g. policy, IT, and construction), and quality control, the process of
	ensuring services meet OCD expectations. Quality assurance is process oriented
	and focuses on defect prevention, while quality control is product oriented and
	focuses on defect identification.
Emergency RFP	Emergency Request for Proposals
Solution	Turnkey (Full Service) solution whereby the Contractor(s) evaluates the damage
Solution	and creates the scope of work, then performs or contracts for all needed services-
	case management, environmental reviews/lead based paint inspection, testing
	and reporting, construction, etc. to bring the dwelling to a reasonable level of
	livability. Eligible expenses are determined during the initial home inspection,
	based on a repair scope of work. *For the contract(s) resulting from this
	Emergency RFP, OCD expects that most of the files for Solution 1 will be in a
	phase of NTP (Notice to Proceed) for construction services. Solution 1 includes
	resilient construction standards such as fortified roofs and reconstruction homes
	built elevated to a minimum of 3' (pier and beam with contiguous footings).
	Other construction activities may be added by OCD based on changing program
	needs.
	SOLUTION 2 Homogymar Managed Construction where the homogymar has
	<b>SOLUTION 2.</b> Homeowner Managed Construction where the homeowner has
	already engaged a construction contractor or chooses to engage in a construction
	contract then the Contractor(s) will provide case management, construction

	advisory services and environmental services, as needed. Eligible expenses are determined during the initial home inspection, based on a repair scope of work.
SOW	Scope of Work, which is used in this document to denote the allowable building specifications identified in Xactimate for repairs or reconstruction under the policies and procedures of the Program.
Specialized Advisory Services	Services provided by the Contractor that require specific industry knowledge, which may include, but is not limited to: construction, financial, engineering and/or housing-related services.
State or OCD	Denotes the State of Louisiana by the Division of Administration, Office of Community Development
State Program Manager (SPM)	Provide oversight of Contract and serves as the principal point of contact on behalf of the State concerning Contractor's performance under the Contract resulting from this Emergency RFP. Also oversees the implementation of the Program, including overseeing the corresponding day-to-day activities of the Contractor.
Third Party Requests for Release of Information	Request from public for information that Contractor holds.

#### 1.6 Schedule of Events

	<u>Date</u>
<u>Event</u>	
Emergency RFP advertised in newspapers and post to LaPAC	Wednesday, January 19, 2022
Deadline for receipt of written inquiries	4:00 pm CST, Tuesday, February 1, 2022
Deadline to answer written inquiries	Monday, February 7, 2022
Deadline for receipt of Proposals	3:00 pm CST, Tuesday, February 15, 2022
Presentations & Discussions, if needed, on or about	Week of February 21, 2022
Notice of Intent to award announcement, and 14-day protest	Week of March 7, 2022
period begins, on or about	
Contract execution, on or about	April 1, 2022

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the Emergency RFP.

#### 1.7 Proposal Submittal

Firms who are interested in providing services requested under this Emergency RFP must identify if their Proposal is for submit a proposal containing the mandatory information specified in this Emergency RFP. The proposal in hard copy and electronic versions as specified in Section 1.11 must be received by the Building/Construction Management Selected Services Emergency RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

The Proposer should label proposal submissions as follows: Building/Construction Management Selected Services Proposer's Name

The proposal package must be delivered at the Proposer's expense to:

Building/Construction Management Selected Services Emergency RFP Coordinator

Office of Community Development

617 N. Third Street, 6<sup>th</sup> Floor

Baton Rouge, LA 70802

Proposers should be aware of security requirements for the building and allow time to be photographed and presented with a temporary identification badge. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. **Proposers are hereby advised that the U.S. Postal Service does not make deliveries to OCD's physical location.** 

#### 1.8 Qualification for Proposer

#### 1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

- The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has
  filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or
  involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of
  creditors, and if so, the explanation providing relevant details. This statement must be provided
  even if there are/were no such proceedings.
- 2. The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this Emergency RFP. These statements must be provided even if there are/were no such proceedings.
- 3. The Proposer shall provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter. These statements must be provided even if there are/were no such proceedings.

#### 1.8.2 Desirable Qualifications

OCD desires that the Proposer's resources meet or exceed qualifications listed in Part 2, Scope of Services for Building/Construction Management Services, respectively, and Staff Qualifications, Section 1.9.6 of this Emergency RFP.

#### 1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

#### 1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer and include the signature of an authorized representative.

#### 1.9.2 Table of Contents

The proposal should be organized in the order contained below.

#### 1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including, Proposer contact name, email address and phone number, and the stipulation that the proposal is valid for a time period of at least one hundred eighty (180) calendar days from the proposal deadline submission specified in Section 1.6, Calendar of Events. This section should also include the following:

- 1) A summary of the Proposer's qualifications;
- 2) A brief statement of the Proposer's understanding of the scope of work to be performed;
- 3) Confirmations addressing all mandatory statements detailed in Section 1.8.1;
- 4) Ability to meet the State agency's overall requirements in the timeframes set by the agency (accounting for general delays, i.e. weather, permits, etc.);
- 5) Confirmation that, if awarded a contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
- 6) Confirmation that the Proposer possesses a current, valid residential contractor's license and commercial license with a classification of building construction in the State of Louisiana;
- 7) Confirmation that the Proposer has any appropriate state business license(s) required for this proposal, or, if allowed by law, will obtain such business license;
- 8) Confirmation that the Proposer has not had a record of substandard work within the past five (5) years;
- 9) Confirmation that the Proposer has not engaged in any unethical practices within the past five (5) vears;
- 10) Confirmation that Proposer has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- 11) Has a written agreement with any person or subcontractor listed in the proposed project staff or team;
- 12) State whether the Proposer has, in force, insurance coverage that meets the requirements of Attachment II, Sample Contract, or if the Proposer does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages;

- 13) Provide a descriptive list of all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Proposer or any of its officers, directors, or management personnel were or are defendants or targets of investigation;
- 14) Provide a descriptive list of all civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000; and
- 15) Any other information that the Proposer feels appropriate.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. Selection of a Proposer (s) does not require OCD to agree to any proposed deviation(s). Negotiations may begin with the announcement of the selected Proposer (s)

#### 1.9.4 Corporate Background, Financial Condition and Relevant Experience

The Proposer should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest three (3) years of financial statements, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their specific, concrete and verifiable experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers, and email addresses. The proposal should also:

- Describe all major engagements during the past ten (10) years in which the Proposer has rapidly started up to implement any business or governmental activity with annual expenditures in excess of \$10 million. For each engagement, list the length of time between the award of contract and the start of the implementation activities. Provide specifics about the roles and responsibilities assigned and carried out by the Proposer in each of the engagements.
- Describe all major engagements during the past ten (10) years in which the Proposer assisted a
  governmental entity in managing the delivery of disaster-related assistance. Provide specifics
  about the roles and responsibilities assigned and carried out by the Proposer in each of the
  engagements.
- Describe all major engagements during the past ten (10) years in which the Proposer has assisted
  a governmental entity in managing the delivery of services for home improvements, home
  replacements, home purchases, and/or property acquisition/disposition for community
  development purposes. For each engagement, indicate whether the end users included
  homeowners or small-scale rental property owners. Provide specifics about the roles and
  responsibilities assigned and carried out by the Proposer in each of the engagements.

- Describe the Proposer's demonstrable history of investing in employee and subcontractor/worker education related to safety, building science, green building, building resiliently, universal design, and other activities that contribute to the respondent's commitment to building structures that adhere to and/or incorporate features that result in an end product which best serves the occupant, the workers, and the intentions of the program. Examples may include:
  - 1. OSHA Department of Labor Card
  - 2. NCEES Certification
  - 3. ACI Certification
  - 4. LEED Certification
  - 5. CCM Certification
  - 6. Energy Star Partner
  - 7. BREEAM Certification
  - 8. NGBS Green Certification
  - 9. EEBA Designation (High Performance Building Professional, HVAC Contractor, Site Supervisor, etc.)
- Describe previous experience which demonstrates familiarity and expertise in building utilizing methods and standards that satisfy the following:
  - 1. Building to IBHS Fortified or "Superior Construction" standards;
  - 2. Building to Enterprise Green Communities Criteria and/or Energy Star Home standards;
  - 3. Building residential structures utilizing Concrete Masonry Units, Autoclaved Aerated Concrete, Insulated Concrete Forms, or other termite-resistant building systems;
  - 4. Building using Universal Design concepts to accommodate aging in place and those with disabilities;
- Describe prior residential developments that utilized techniques and methods which contribute
  to the overall durability, serviceability, and sustainability of the structure. This may be
  evidenced by single-family developments, multi-family developments, single-family retrofits,
  and multi-family retrofits. Additionally, any evidence which respondent can provide that
  illustrates the commitment to perform the highest quality of work may be
  considered. Respondent should also provide evidence that demonstrates the ability to engage
  in and successfully complete large volume projects.
- Describe any other experience or characteristics of the Proposer which would be uniquely relevant in evaluating the experience of your firm to handle the proposed project, with particular regard to its scale and the State's goal of rapid implementation.
- Describe the Proposer's presence in Louisiana and commitment to hiring Louisiana residents and subcontractors who employ or will employ Louisiana residents/entities.
- Identify specific experience with disaster management and construction management (including building timelines for rehabilitation and new construction). The information should detail the phases of the program that the Proposer participated in and roles and responsibilities carried out.

Proposers should clearly describe their ability to meet or exceed the desired qualifications described in the Desirable Qualifications for Proposer section. The State reserves the right to request any additional information to assure itself of a Proposer's financial condition and experience.

#### 1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

- 1. Describe the Proposer's understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of the State;
- 2. Describe the approach and methodology for starting up and maintaining operations, including capabilities for staffing Building/Construction Management Services (Part 2 of this Emergency RFP). See Attachment V, Draft Program Policies/Building Standards as reference to a known potential program under which any selected BCM Contractor(s) would operate. Also describe the approach and methodology for starting up and maintaining operations for construction activities, minimizing risk, ensuring completion of critical tasks, providing satisfactory customer service, and implementing a quality assurance process;
- Describe the approach for maximizing use of local and/or low to moderate income and/or disadvantaged business enterprise entities in subcontractor roles (see 2 CFR 200.231);
- 4. Describe the approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3; 24 CFR Part 75);
- Describe the approach for managing program operations for each specific task and area of operation to provide greater efficiency and effectiveness and optimize the use of personnel and other resources;
- 6. Describe the proposed Program work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing;
- Describe the approach to coordinating and interacting with third parties necessarily involved in the rehabilitation and reconstruction processes on large scale program, such as local permitting offices, inspectors, and utility companies.
- 8. Describe proactive measures to discover and address potential impediments to completion of individual homes or obtaining final code enforcement inspection, such as (for illustrative purposes only) access issues, zoning or code violations, property conditions, ability to access utilities,
- Describe the processes for addressing homeowner concerns and complaints and handling warranty claims;
- 10. Describe the Proposer's strategy for working within the Program approved system(s) and reporting on deliverables and performance metrics in a regular and consistent manner
  - Describe the approach to providing prompt reporting upon inquiry regarding the status of working being performed, such as the status of individual homes under rehabilitation or reconstruction,

impediments or issues, and similar reporting on a building subcontractor's overall assigned portfolio;

- 11. Describe the Proposer's strategy for ensuring collaborative, consistent and productive communication with State-assigned QA/QC contractor and other Program contractors;
- 12. Describe the Proposer's strategy for working with multiple contractors contracted with OCD for implementation of the Program;
- 13. Describe the strategy for recruiting and hiring any subcontractors that are essential to the Program's success, but have not yet been identified. Additionally, describe how the Proposer will work with and manage the selected subcontractors. Describe ongoing review of subcontractor performance for purpose of determining continuing work assignments.
- 14. Describe the strategy for ensuring fiscal controls will be effective for preventing fraud and abuse, and for complying with state and federal guidelines;
- 15. If desired, Proposer may provide building plans for Reconstruction projects, especially plans that include living square footages: 850, 1100, 1300, 1400, 1700, and 2100.

#### 1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the specific and relevant experience and qualifications of the Proposer's assigned personnel considered key to the success of the Program. This includes the Proposer's own staff and staff from any subcontractors to be used. The Proposer should demonstrate that their staff (and any subcontractor(s) used) meet the desirable qualifications and have the necessary experience and knowledge to successfully implement and perform the tasks and services listed within the Part 2, Scope of Services. The Proposer should identify subcontractors they have previously worked with on other projects and those that would be a new partner arrangement.

Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Customer references (name, title, company name, address, email addresses, and telephone number) should be provided for the cited projects in the individual resumes.

No key personnel may be assigned to the resulting contract without the written consent of the State.

#### 1.9.7 Cost Proposal

The Proposer must provide all cost information in the Cost Proposal Template, Attachment III. All cost information should be reflective of the Proposer's approach and methodology. All BCM fees per home finished and other direct costs are subject to written approval by the State.

If any part of the Cost Proposal Template, Attachment III is:

- Left blank;
- Multiple prices are proposed for BCM fees; or

Any changes are made to wording in the Cost Template,

#### THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

The successful Proposer(s) from this EMERGENCY RFP may not charge higher than the proposed BCM fees per home finished costs. OCD reserves the right to negotiate lower BCM fees. OCD requires the proposed or lower negotiated fees be effective for the entire contract term and any option period.

Supplies not individually listed within Section 1.9.7.2 Other Direct Costs, or otherwise approved by the State, shall be provided by the Contractor at its own cost.

#### 1.9.7.1 Fee Schedule for Building/Construction Services

Fees must be proposed as required in Attachment III, Cost Proposal Template - Building/Construction Management (BCM) BCM Fees.

#### 1.9.7.2 Other Direct Costs

Other Direct Costs (ODCs) may include extraordinary costs not covered by the BCM fees or Xactimate costs and approved in advance by the SPM and the OCD Finance Manager.

Wire communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work CANNOT be charged by the Contractor as an ODC, but must be included in the BCM fees proposed.

Xactimate and XactAnalysis must be included in the BCM fees proposed and will not be allowed as an ODC.

#### 1.9.7.3 State Furnished Resources

A Grant Management System (the system of record and the program application used for processing applicants during the application process) will be provided and hosted by the State. (The State may consider other software systems of record offered by the Proposer and will evaluate them based on their capability and complete functionality.) The Contractor shall provide design documentation along with functional and business requirements to the State for any customization required for the grant management system provided by the State to perform the services of this contract. Upon State's approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

Contractor will be responsible for providing its own office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.) at its own cost. The State shall appoint a principal point of contact, a State Program Manager (SPM), for this contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this contract.

Contractor shall be required to immediately notify the SPM in writing of circumstances where the nature or quantity of any resource provided under this section, or the failure of the State to provide resources required under this section, is preventing the performance of Contractor's obligations under this Contract.

In the event that Contractor fails to provide such notice to the SPM, the Contractor may not base any delay or lack of performance under this Contract on the nature or quantity of resources provided under this Section or failure to provide required resources.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of the contract.

#### 1.9.7.4 Facility Requirements

Not Applicable.

#### 1.9.8 Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

#### 1.9.9 Outsourcing of Key Internal Controls (Not Applicable)

#### 1.10 Number of Copies of Proposals

The State requests that the number of technical and cost proposal copies detailed in Section 1.10 be submitted to the Building/Construction Management Selected Services Emergency RFP Coordinator at the address specified. At least one (1) copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract(s) resulting from this Emergency RFP.

#### 1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked "Original") and seven (7) numbered paper copies of the technical proposal. All should be clearly marked technical proposal.
- Two (2) portable drives (i.e., USB flash drive) of the entire technical proposal in PDF and Word Format. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and two (2) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- Two (2) portable drives (i.e., USB flash drive) of the entire cost proposal in Word and Excel format. All should be clearly marked cost proposal.

• If applicable, Proposer should also submit one (1) paper copy and one (1) portable drive of the redacted version of the proposal. All should be clearly marked Redacted.

NOTE: Financial statements for any Proposer who is a non-publicly traded entity should be submitted separately from the technical proposal. Two (2) hard copies of the appropriate financial statements should be submitted and clearly marked "Financial Statements".

#### 1.12 Legibility/Clarity

Responses to the requirements of this Emergency RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the Emergency RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

#### 1.13 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of OCD.

Information contained within the response that has been designated by the Proposer as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that

while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of their technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of its proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the State will notify the owner of the asserted data of the request. If the State determines that the information is not confidential and the owner of the asserted data does not want the information disclosed, within two (2) business days of being notified of the State's determination and intent to release the information, the Proposer must notify the State that it desires to seek protective relief to prevent the disclosure. Notice of the institution of legal action must be received by 5:00 pm, Louisiana central time the next business day thereafter. Neither the State nor the requesting party shall be liable for damages, attorneys' fees or costs of the Proposer in seeking the protective order.

With respect to information which the State does agree is confidential, the Proposer must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorneys' fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. The proposals, including proprietary information, are also subject to disclosure to and review by the respective federal agencies administering programs for which services are provided under any contract resulting from this Emergency RFP.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

If the proposal contains confidential information, the Proposer shall submit a redacted copy along with a non-redacted proposal. If Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

#### 1.14 Information Security Controls

The Contractor shall establish and maintain operational processes in compliance with the State's Information Security Policy (Section 1.14.1 for link to the policy) when storing, transmitting, processing, disposing, or collecting Restricted Data on behalf of the State. In addition to technical requirements, the scope of the Contractor's responsibility intentionally includes physical safeguards for processing sites, remote sites, and training and awareness efforts for Contractor or subcontractor's staff.

The State will limit restricted information it provides to the Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow the Proposer to provide the agreed upon services.

The Contractor shall work with the State's designated resources to produce any documentation required to facilitate an audit (internal or external) of State when needed, in an urgent manner.

System, application, or operational vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner and incur no additional cost to the State.

#### 1.14.1 Breach Notification

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- · control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the following link: <a href="http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx">http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx</a>

#### 1.15 Proposal Clarifications Prior to Submittal

#### 1.15.1 Pre-proposal Conference

Not required for this Emergency RFP.

#### 1.15.2 Proposer Inquiries

Written questions regarding Emergency RFP requirements or Scope of Services must be submitted to the Building/Construction Management Selected Services Emergency RFP Coordinator at OCD.Proposals@la.gov.

The State will consider written inquiries and requests for clarification of the content of this Emergency RFP received from potential Proposers. To be considered, written inquiries and requests for clarification of the content of this Emergency RFP must be received via email, <a href="mailto:OCD.Proposals@la.gov">OCD.Proposals@la.gov</a>, by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the Emergency RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <a href="https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm">https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm</a>.

Only the Building/Construction Management Selected Services Emergency RFP Coordinator has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <a href="http://www.doa.la.gov/Pages/osp/Index.aspx">http://www.doa.la.gov/Pages/osp/Index.aspx</a>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: <a href="https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\_user=self\_reg">https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\_user=self\_reg</a>.

Help scripts are available on OSP website under vendor center at: http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx.

#### 1.15.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project

management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this Emergency RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder. Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process; and
- Communications regarding a particular solicitation between any person and staff of the procuring
  agency provided the communication is limited strictly to matters of procedure. Procedural
  matters include deadlines for decisions or submission of proposals and the proper means of
  communicating regarding the procurement, but shall not include any substantive matter related
  to the particular procurement or requirements of the Emergency RFP.

#### 1.16 Error and Omissions in Proposal

The OCD will not be liable for any errors in proposals The OCD, at its option reserves the right to seek clarification/additional information of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

#### 1.17 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the Emergency RFP by issuing an addendum to the Emergency RFP at any time. Addenda, if any, will be posted at <a href="https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm">https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm</a>.

It shall be the responsibility of the Proposer to check the website for addenda to the Emergency RFP.

#### 1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the

Proposer must be submitted to Building/Construction Management Selected Services Emergency RFP Coordinator identified in the Emergency RFP.

#### 1.19 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

#### 1.20 Proposal Rejection/Emergency RFP Cancellation

Issuance of this Emergency RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this Emergency RFP if it is determined to be in the State's best interest.

#### 1.21 Ownership of Proposal

All materials submitted in response to this Emergency RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

#### 1.22 Cost of Proposal Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this Emergency RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

#### 1.23 Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

#### 1.24 Determination of Responsibility

Determination of the Proposer's responsibility relating to this Emergency RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

#### 1.25 Prohibition of Joint Ventures/Subcontracting Information

The OCD shall have one or more Contractor(s) as the result of any contract negotiation, and that Contractor(s) shall be responsible for deliverables specified in the Emergency RFP and proposal. A joint venture shall not be eligible to be a prime contractor. These general requirements notwithstanding, Proposers may enter into subcontractor arrangements; however, they shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and the State.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

Before execution of a prime contract with the State, the successful Proposer will be required to provide a written acknowledgement from all subcontractors that they have received a copy of the prime contract.

The successful Proposer will be required to provide the State with all the subcontracts, redacting only the compensation rates.

#### 1.26 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If oral presentations are held, the OCD reserves the right to adjust the original technical scores based upon information received in the presentation, using the original evaluation criteria.

#### 1.27 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the Emergency RFP. Proposals that are not in compliance will be rejected from further consideration.

#### 1.28 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal(s) most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the Emergency RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

#### 1.29 Contract Award and Execution

The State reserves the right to enter into a contract(s) based on the initial proposals received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services proposed in the proposals.

The selected Proposer(s) may not be the exclusive provider of services made the subject of this Emergency RFP. The State reserves the right to contract with one or more Proposers or other service providers for all or a partial list of services proposed in the Proposal whether as a result of the Proposal or subsequent procurement. The number of Proposers selected will be determined solely by the State.

The State reserves the right to negotiate reduced payment terms with the awarded Proposer(s). The Emergency RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this Emergency RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds fifteen (15) business days, or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer(s).

#### 1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s). The State reserves the right to make multiple awards.

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, and scores of each considered proposal along with overall scores of each proposal shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued to all Proposers.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

#### 1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or Emergency RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

#### 1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

#### 1.32.1 Contractor's Insurance

The Contractor shall not commence work under the Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not

allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the BCM fees proposed.

#### 1.32.2 Minimum Scope and Limits of Insurance

#### 1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

The Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

#### 1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$4,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

#### 1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

#### 1.32.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### 1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

#### 1.32.2.6 Bonding/Builder's Risk

Before commencing work, the Contractor shall furnish the State with a certificate of insurance evidencing that Builder's Risk Insurance (fire and extended coverage) on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force with limits of liability of at least \$1,000,000 per occurrence. The Builder's Risk Insurance shall be for the benefit of the Contractor and OCD as their interests may appear and each shall be named in the policy or policies as an insured. Policies shall furnish coverage at all times for the full cash value of all completed construction, previously existing structures, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the OCD. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the homeowner.

Contractor will be required to obtain Performance and Payment Bonds in the amount of \$1,000,000 for the construction services provided for construction activities. Contractor must deliver to State within seven (7) business days of contract execution a performance bond with Power of Attorney, on the forms provided, in an amount equal to \$1,000,000 and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list

of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

Contractor hereby agrees and acknowledges that failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract may result in forfeiture of Performance and Payment Security.

#### 1.32.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this contract, the Contractor may carry deductibles in the amount for \$250,000 or less.

#### 1.32.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

## 1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

#### 1.32.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

#### 1.32.4.3 All Coverages

All policies must be endorsed to require thirty (30) days written notice of cancellation to the OCD. Ten – day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall

comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

#### 1.32.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### 1.32.6 Verification of Coverage

Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Community Development, Its Officers, Agents, Employees and Volunteers
617 N. Third Street, 6<sup>th</sup> Floor
Baton Rouge, Louisiana 70802
Louisiana Building/Construction Management Selected Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase

and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### 1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

#### 1.32.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

#### 1.33 Indemnification and Limitation of Liability

#### **GENERAL INDEMNITY LANUAGE**

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

#### INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

#### INDEMNITY RELATING TO SPECIAL, INDIRECT OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

#### 1.34 Billing and Payment

The maximum amount of the contract(s) is to be determined after contract award and negotiation (the "Funds"). Payments are predicated upon successful completion and written approval by OCD of the described services and deliverables as provided in the Contract. Contractor(s) will not be paid more than the maximum amount of the Contract. No payments will be made by OCD on banking or State holidays. Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges.

Payment of invoices must be approved by the State Program Manager (SPM) and the Financial Manager of the OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under the Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a twenty-five (25%) reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed.

#### 1.34.1 Payment for Services Provided on a BCM Fee Price

Payment for services performed on a BCM fee price basis will be made based on invoices submitted to the State documenting the authorized cost of construction for each SOW being billed and the associated fee per Attachment II, Rate Schedule. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized bill rate, the applicant for which the services were provided, date provided, etc. The BCM fee will not be paid until the SOW for the home is complete and accepted by OCD.

The price for each BCM fee -price service shall be fully burdened and include and include all labor, travel and project expenses to provide the service.

### NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST

#### 1.34.2 Payment for Construction Activities (Grant Proceeds)

For each completed (rehabilitation) home, the OCD shall pay the Contractor the approved Xactimate SOW price.

Once the value of work performed on a home reaches 50% of the work to be completed, and when work done to-date meets the standards of quality established under the Contract, as certified by the Contractor, OCD shall make a progress payment to Contractor equal to 50% of the SOW (less fee proposed and accepted by OCD. See Attachment III). Any escrowed funds must be drawn prior to payment from OCD upon approval of draw request from OCD.

The remaining balance of the SOW due to the Contractor for a specific home (minus any delay penalties imposed on the Contractor due to construction delays), including the agreed-upon Contractor fee associated with the project, will be paid after:

- 1. Completion and final acceptance of all work on the home; and
- 2. Delivery of all Program required documentation; and
- 3. Presentation of release of all claims against the OCD arising from the work on the home.

Prior to making any payment, the SPM may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the SPM determines such evidence is necessary to substantiate claimed costs.

Any request for payment must reflect the amount of any escrowed homeowner funds. Upon approval of a payment request by SPM, Contractor may draw the escrow funds.

#### 1.34.3 Payment for Other Direct Costs

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the contract which are specifically provided for in the resulting contract(s), as described in Section 1.9.7.2. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC along with the pre-approval from the SPM. The Contractor shall not attach any fee or other "mark-up" to the ODC. It is understood that should Contractor fail to submit ODC invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this contract or in quantum meruit, unless an exception is granted by the SPM.

#### 1.35 Termination

#### 1.35.1 Termination of the Contract for Cause

State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered

by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Contractor will be considered.

Contractor may terminate this contract for cause based upon the failure of State to comply with the terms and/or conditions of the contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this contract will constitute a default and may cause cancellation of the contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

#### 1.35.2 Termination of the Contract for Convenience

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the contract. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

#### 1.35.3 Termination for Non-Appropriation of Funds

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

#### 1.36 Assignment

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## 1.37 Right to Audit

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the contract. Contractor will be notified of the grant closeout date by OCD. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the contract.

## 1.38 Civil Rights Compliance

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract or other enforcement action.

## 1.39 Record Ownership

All records, reports, documents, or other material or data, including electronic data, related to this contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted by herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of this contract. Software and other materials owned by Contractor prior to the date of this contract and not related to this contract shall be and remain the property of Contractor. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with Attachment III, Cost Proposal Template, or lower negotiated rates. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

## 1.40 Entire Agreement/ Order of Precedence

This contract, together with the Emergency RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Emergency RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the Emergency RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the Emergency RFP, and then by the terms of the Contractor's proposal.

## 1.41 Contract Modifications

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

## 1.42 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor

shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel as listed in the proposal.

## 1.43 Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## 1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## 1.45 Code of Ethics, Conflicts and Other Procurement Limitations

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if the Proposer (including team members) is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

In addition to the Louisiana Ethics Code, Proposer and all subcontractors must additionally comply with Louisiana Revised Statute 42:1114.3, which prohibits participation (either directly or through a subcontractor relationship) in the contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least five (5%). Compliance of a subcontractor will be determined based on the value of the prime contract between the State and the successful Proposer.

A Proposer which either directly or through a team member is prohibited from contracting pursuant to R.S. 39:1603 may be disqualified.

A Proposer and team members should not have a conflict of interest under 24 CFR 570.611. Similarly, a Proposer and team members should not have any conflicts of interest with respect to any litigation or administrative proceedings involving HUD, OCD or other CDBG grantees whether as a party, representative, or other capacity. The Proposer should identify for OCD any current or anticipated conflicts of the Proposer or its team member as of the date of the submission for a determination by OCD in its discretion whether the conflict presents a matter which can be avoided or mitigated or prevents the involved Proposer or team member from providing services.

## 1.46 Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. The Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 2 CFR part 2424.

## 1.47 Prohibitions of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### 1.48 Public Communications

The Contractor(s) shall not issue any public communications regarding the Program and/or Contractor's activities under the Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor(s) must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under the Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor(s) shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in housing, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor(s) shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under the Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of the Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under the Contract.

#### 1.49 Verification

The State reserves the right to verify all information provided by a Proposer via direct contact with the Proposer's prior clients and prior project personnel, and Proposers shall agree to provide and release necessary authorizations for the State to verify any of the Proposer's previous work.

## 1.50 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <a href="http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx">http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx</a>.

#### CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

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# PART 2: SCOPE OF WORK/SERVICES - BUILDING/CONSTRUCTION MANAGEMENT SERVICES

## 2.1 Scope of Work

The Louisiana Division of Administration, Office of Community Development (hereinafter referred to as the "OCD") is seeking proposals from interested entities that wish to provide services needed in connection with Building/Construction Management selected services for any federal or state funded (in whole or in part) grants awarded or administered by OCD.

OCD requires prospective Proposers to offer comprehensive services that (1) are based on an understanding of the Program as outlined in the relevant Action Plan(s), <a href="http://www.doa.la.gov/Pages/ocd-dru/Action Plans.aspx">http://www.doa.la.gov/Pages/ocd-dru/Action Plans.aspx</a>) and/or other federal program resources, (2) provide the scope and breadth of services that are responsive to the present and future needs of the Program and (3) ensure all work is performed in a timely manner in accordance with programmatic, statutory, and regulatory requirements.

The Building/Construction Management (BCM) services will include successfully completing all homeowner appointments/visits, including scheduling and rescheduling phone calls and emails, all progress and other building inspections, coordination/communication with the OCD Program Management contractor(s), BCM subcontractors and/or OCD as needed ,reconstruction, rehabilitation, new construction, elevation, housing plans, permits, local fees and all other activities necessary to complete the SOW, long with demolition activities (collectively "Construction Activities") for eligible homeowners given a construction assignment. This includes entering into appropriate arrangements with subcontractors and third party vendors, obtaining permits, disbursing funds to those subcontractors/vendors and monitoring compliance with all local, State and Federal laws and regulation and policies pertaining to these activities under the Program.

Contractor shall provide quality and timely construction management and construction services for disaster housing assistance under the Program, according to the approved scope of work (SOW) for construction for each property where the eligible homeowner chooses to have the state contract for and manage the repairs to their home. The Contractor shall furnish all necessary labor, materials, tools, equipment, all necessary water, heat, electricity, light, sanitary facilities and transportation necessary for performance of the work. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the project scope of work approved by OCD. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the BCM services and will be paid only on completion of work and draw schedule.

Due to age, physical condition and maintenance needs, much of Louisiana's existing housing cannot withstand the increased frequency or intensity of disasters. OCD's intent is to approach the construction and/or repairs with the intent to achieve the most resilient and efficient structure possible with a focus

on durability, serviceability, and sustainability. The state expects that the final construction will result in a structure that is:

- 1. Minimally impacted by future disaster (flood, hurricane, etc.) due to construction methods and materials used.
- 2. Minimizes post-disaster displacement by allowing the occupant to rapidly re-inhabit the affected structure.
- 3. Utilizes building systems and components that contribute to the state's overall expectation of longevity, safety, and environmental impact.

Contractor is expected to provide adequate resources for the timely completion of this contract. OCD will define milestones and deadlines for the work (including the scheduling of construction with the homeowner) and the Contractor shall perform to meet these timeframes and will be subject to penalties for failure to meet those requirements. Individual homes, rehabilitation (repair) shall be completed and have their grant awards closed-out within 183 days of homeowner's grant execution. Reconstruction homes (with or without elevation) will be allowed a maximum of 274 days from the grant execution.

The Contractor is required to take affirmative steps to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO129">https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO129</a> 40M12940 for a list of Section 3 businesses.

See 23 CFR Part 25. The Contractor is required to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, disadvantaged business enterprises and labor surplus area firms, are used when possible. See 2 CFR Part 200.321.

The Contractor is also encouraged to hire/employ as many local residents/enterprises as is consistent with providing efficient effective services under the contract(s). This includes both Contractor and subcontractor personnel.

Based on current available resources, it is anticipated that to ensure completion of this work and return Louisiana citizens to their home in a reasonably timely manner, the selected Contractor will be expected to staff its operations and secure sufficient resources to assist OCD with BCM services for approximately 2500 homes. The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to the approval of the OCD State Program Manager and the Office of State Procurement (OSP).

## 2.2 Tasks and Services

This section provides a detailed list of tasks and services the Contractor(s) will be responsible for providing under the Contract.

## **Building/Construction Management**

At a minimum the State expects the Contractor to execute the following tasks as part of the overall Contract as it relates to building/construction management:

- 1. Provide quality and timely construction management services for disaster housing assistance, including inspection and work write-ups, interim progress inspections and payments, through to final inspection, close-out/certificate of occupancy.
- 2. Provide all necessary services and act as a consultant to the OCD; procure all necessary building permits; housing plans; elevation certificates; obtain all necessary materials and perform the Construction Activities (and/or employ the additional services of subcontractors); coordinate all related inspections; obtain occupancy permits; manage and control construction costs to not exceed the SOW; provide OCD any and all documentation necessary to demonstrate completion of work and address grant program requirements; etc.
- 3. Conduct pre-construction meeting with the homeowner to discuss work to be done, anticipated timelines, and to communicate homeowner rights and responsibilities.
- 4. Provide an official certificate of occupancy (or local jurisdiction equivalent) upon completion of all work to the homeowner and retain this certificate on file.
- 5. The Contractor shall warrant for a period one year from final acceptance that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. (For reconstruction, the Louisiana New Home Warranty Act will apply.)
- 6. Understand and ensure all construction meets local and state building codes, ordinances and established/routinely enforced policies, conducting progress and final inspections and approval of payments accordingly. Contractor shall also comply and maintain appropriate documentation to ensure that all requirements of HUD and the CDBG program for repairs and new construction are met, including (but not limited to) those related to the use of recycled materials, minimum standards, mold remediation, lead-based paint, asbestos, floodplain management requirements, and those found in the HUD CPD Green Building Standards, including but not limited to Green Building Retrofit Checklist.
- 7. Coordinate with local/state building code enforcement officials, as necessary, to facilitate and ensure timely permitting, approvals, and inspections. The Contractor shall secure and pay for ALL permits, fees, elevation certificates, and licenses necessary for the proper execution and completion of the work. The cost of all such work, etc. shall be included in the BCM fee.
- 8. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who has authority to act for the Contractor.
- 9. Report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery.
- 10. The Contractor shall at all times keep the work area, including storage and outdoor areas, free from accumulations of waste materials, and shall broom-clean the work site daily. After completing the work and before final inspection, the Contractor shall leave the work area in a clean, neat, and orderly condition; perform all specified tests; and, deliver the installation in complete and operating condition.

- 11. Develop, produce and maintain all required documentation required by HUD and OCD. Timely upload of documentation to System of Record, including but not limited to, building permits, change order documentation (e.g. scope, homeowner acceptance, etc.), warranty and/or warranty acknowledgment for New Home Warranty Act (as applicable), final acceptance signed by homeowner, certificate of occupancy and/or "no permit required" document (as applicable), post elevation certificate, Green Building Standard documentation (e.g. forms, checklists, certifications, reports, as applicable).
- 12. For each home, prepare and submit to the homeowner a practicable schedule, not to exceed 183 calendar days (274 calendar days for reconstruction), showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form suitable to indicate appropriately the percentage of work scheduled for completion by any given date during the period.
- 13. For each home, the Contractor shall complete all work for the agreed upon SOW.

  No adjustment in price will be made for differing or unknown site conditions, whether unforeseen or not, encountered during construction without the prior written approval of OCD.
- 14. Closely monitor all construction timelines and provide the State with weekly briefings and written reports that at a minimum outline the number of homes assigned, where they stand within the process, anticipated project completions in the current and following month, and any issues standing in the way of or slowing construction efforts beyond anticipated timelines. OCD may add additional reporting requirements as required and in their sole discretion.
- 15. Upon completion of the construction, document and obtain photos and other evidence (as defined by OCD) of completion of items approved in the project scope of work to obtain payment and demonstrate project completion.
- 16. Responsible for the timely coordination with homeowner for selection of finishes, fixture and cabinet styles and any other options available to the homeowner. The Contractor is precluded from alternative contract arrangements with the homeowner to upgrade fixtures, equipment, finishes, etc. beyond that allowable under the Program.
- 17. Provide all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable local, state and federal codes and regulations as amended by any waivers.
- 18. In performing this contract, ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation; protect the lives, health, and safety of other persons; prevent damage to property, materials, supplies, and equipment; and, avoid work interruptions.
- 19. Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1925.

- 20. Provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against theft, damage by dampness and cold, to dry out the work, and to facilitate the completion of the work.
- 21. Preserve and protect all structures, equipment, utilities and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- 22. Maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to OCD inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. The Contractor shall keep on the work site a copy of any drawings, specifications, permits, etc. and shall at all times give the SPM access thereto.
- 23. Prior to final acceptance of the work, for each home, the Contractor shall schedule an inspection with the homeowner. Any deficiencies will be noted and initialed by all parties. The Contractor will determine the final punch list items; meet with the homeowner to provide a copy and explain the final list; and, allow no more than 14 days for the Contractor to complete those items of work. The responsibility for water, electricity, etc. remains with the Contractor until the punch list is complete (when required). The Contractor's responsibility will terminate when all work has been completed, the final inspection made. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.
- 24. The Contractor shall warrant good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.
- 25. Provide all homeowner communications, meetings, emails, phone calls, etc. necessary to completing their SOW.
- 26. Provide all necessary construction inspections, including for homeowners changing from Solution 2 to Solution 1.
- 27. Provide all necessary communication with OCD Program Management contractor(s), BCM subcontractors and/ or OCD concerning all BCM activities.
- 28. Submit, on forms provided by the OCD, periodic estimates showing the value of the work performed during each period based upon the breakdown of the approved Xactimate estimate.
- 29. BCM fees should include all of Contractor's overhead and profit margin, inclusive of overhead related to staff time dedicated to managing and satisfying the scope of work requirements, tasks and services requirements, project requirements and performance requirements listed and described in this Emergency RFP, and, in particular, coordination of communication between Contractor, OCD, OCD's Program Management contractor, homeowners and other pertinent entities, agencies and/or persons. Communication efforts, with related documentation preparation needs, may be a significant effort depending on project complexity. OCD will not pay

for staff time separate and apart from the BCM fee and expects the Contractor to submit BCM fees reflective of Contractor cost in this regard

30. Provide a direct intake system to the Contractor for homeowners to submit warranty claims. The Contractor shall track and report on all warranty claims, including dates of claim and responses; nature of complaint, investigation of claim; and the particular of resolution of dispute of the claim. This requirement will extend past the termination of the claim throughout the pendency of any warranty claims

#### 2.3 Deliverables

Tasks to be accomplished under BCM services will be addressed in the contract or communicated by OCD to the Contractor and will include associated deliverables, performance measures, and timelines, among other requirements. OCD will define milestones and deadlines for the work (including the scheduling of construction with the homeowner) and the Contractor shall perform to meet these timeframes and will be subject to penalties for failure to meet those requirements. In general, it is anticipated that rehabilitation (repair for individual homes shall be completed and have their grant awards closed-out within 183 days of the homeowner's acceptance of the grant award. Reconstruction homes (with or without elevation) will be allowed a maximum of 274 days.

OCD will designate a State Program Manager for this contract that will serve as the principal point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontract work.

Changes and additions to deliverables will be made upon thirty (30) days prior written notice to Contractor, subject to mutual agreement of the parties, State may (i) add or delete deliverables and/or (ii) modify existing deliverables, all pursuant to agreed upon procedures.

## 2.4 Technical Requirements

Not applicable to this Emergency RFP.

#### 2.5 Project Requirements

Contractor's General Requirements (for Solution 1- Turnkey (Full Service) - Contractor will provide a "full service" construction support for homeowners who select that option. Once a grant award has been made and the homeowner has selected the State Solution 1 option, the Contractor will commit to deliver the eligible repairs, elevations or reconstructions within the Scope of Work (SOW) which is developed as part of the scope of work found in Part 2 of this Emergency RFP. Any additional costs not otherwise approved by the SPM shall be the responsibility of the Contractor. The SOW calculation will be based on the Xactimate software cost estimating tool or a \$116 price per square foot for reconstruction/new construction (BCM fee excluded and elevation costs excluded; elevation costs can be found in Attachment V, Draft Program Policies/Building Standards). The \$116 includes 3 feet of elevation and any homes built will be elevated to 3 feet with no slab on grade unless such elevation is expressly forbidden by the homeowner association rules. Homeowner association rules must be verified by a copy of the bylaws/covenants stating such restrictions. Repairs may involve complete reconstruction, repair, and/or elevation of existing homes, and will involve bringing homes into full compliance with program guidelines,

HUD requirements (Including Green Building standards), and state and local floodplain management requirements and building codes (where applicable).

The Contractor must ensure all workers know and enforce housing policies required by OCD's Program and HUD (including, but not limited to, those addressing mobile homes, minimum standards, mold remediation, lead based paint, asbestos, green building standards, floodplain requirements, Section 504/ADA etc.). Contractor must also both ensure and document compliance with same. Solution 1 services will include resilient construction standards such as fortified roofs and reconstruction homes built elevated to a minimum of 3 feet (pier and beam with contiguous footings).

The Contractor must follow established processes for all homes scheduled for demolition. Dispose of mobile homes and all demolition/construction debris in accordance with all local, state, and Federal guidelines, regulations, and ordinances. Contractor shall recycle demolition-related materials whenever possible.

The Contractor must conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.

The Contractor will ensure that all contract personnel (from prime to all sub-contractors associated with the contract) are fully trained, licensed (if required) and qualified to perform the tasks to which they have been assigned, and will maintain documented records of same for inspection at the request of OCD.

The Contractor will report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery. The Contractor is prohibited from placing a lien on the homeowner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

The Contractor must provide the State notice on all sub-contractors it intends to hire to accomplish the recovery mission. All sub-contractors must meet state and federal regulatory, compliance and licensing guidelines. Contractor shall also provide evidence of personnel qualifications for review, as required.

**Contractor's Insurance/Bonding Requirements:** See Attachment II, Sample Contract for insurance/bonding requirements.

## **Background Check**

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

Bureau of Criminal Identification and Information Baton Rouge, LA 70896-6614 225-925-6095

http://www.lsp.org/technical.html#criminal http://www.lsp.org/pdf/crAuthorizationForm.pdf OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a "no findings" result.

## **Drug Screening**

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to State facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no "findings" result.

## PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH	
Approach and Methodology	75
Corporate Background, Financial Condition, and Relevant Experience	75
Staff Qualifications	75
TECHNICAL APPROACH SCORE	225
PHASE 2: COST PROPOSAL	
Building/Construction Fees	75
COST PROPOSAL SCORE	<i>75</i>
TOTAL PROPOSAL SCORE	300

Proposer must receive a minimum score of 50% of the total available points in Phase 1, Technical Approach (Approach and Methodology, Corporate Background, Financial Condition, and Relevant Experience, and Proposed Staff Qualifications) to be considered responsive to the Emergency RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost evaluation.

## 3.1 Technical Evaluation

## Approach and Methodology

- Demonstrated effectiveness of Proposer's approach to performing the various tasks outlined in the Scope of Services for Building/Construction Management, Part 2, including, but not limited to, project management, reporting requirements, grant implementation, inventory management, project controls, quality assurance and risk management;
- Ability to address anticipated problem areas, and creativity and feasibility of resolutions to problems, and future integration of new procedures and technology;
- Degree to which the Proposer demonstrates the ability to efficiently and timely add qualified staff
  to the Program, availability of proposed project staff to provide the services within the Scope of
  Services for Building/Construction Management (Part 2 of this Emergency RFP) and training
  methodology to understand current practices and ongoing training needs to address changes in
  policy and procedures;
- Demonstrated understanding of the work, including, but not limited to the objectives of the Scope of Services for Building/Construction Management Services (Part 2 of this Emergency RFP) and specific tasks and planned execution of the Program;

- Quality, depth, and completeness of the Program work plan;
- Effectiveness of the proposed organization and staffing plan;
- Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
- Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3);
- Demonstrated capacity to immediately deploy sufficient qualified personnel to complete services required;
- Approach to adjusting staff size and organizational resources and processes to the tasks assigned, in the event that only a portion of the Program is assigned to a particular Proposer.

## <u>Corporate Background, Financial Condition, and Relevant Experience</u>

- Evidence that the entity has the current capabilities and capacity along with ensuring performance for this Program;
- Demonstrated successful past firm experience that is similar to that necessary to perform the contract tasks identified in the scopes of services;
- Experience with providing Building/Construction Management services requiring regulatory and specifically HUD CDBG and FEMA compliance at a federal, state and/or local level;
- Demonstrated successful experience in executing multiple engagements involving rapidly starting
  up implementation of business or governmental activities with annual expenditures in excess of
  \$100 million;
- Demonstrated specific, relevant experience in working with units of government in implementing housing programs; and
- Demonstrated financial capacity to carry out the Program.

## <u>Staff Qualifications</u> (includes staff of the Proposer and proposed subcontractors)

- Current and relevant knowledge, quality and depth of experience of the proposed project staff through completed and ongoing efforts similar in nature to this effort;
- Current and relevant knowledge, quality and depth of experience of the Contractor's Program
   Director and how such Program Director will supervise and coordinate the staff and
   subcontractors;
- Demonstrated knowledge of CDBG housing program regulations, waivers and alternative requirements and applicable CPD memos;
- Demonstrated knowledge, quality and depth of experience of the Contractor's Program Director of operational processes, procedures and implementation efficiencies;

- Demonstrated knowledge of current Program Guidelines;
- Demonstrated specific, relevant experience of the proposed project staff in working with units of government in implementing housing programs; and
- Demonstrated knowledge and technical understanding of Program systems, including Xactimate and XactAnalysis. Demonstrated knowledge of vendor arrangement with XactAnalysis, set-up of all work templates, scheduling and assigning within XactAnalysis along with reporting out of XactAnalysis.

#### 3.2 Cost Evaluation

Cost proposals for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer on the Cost Proposal Template, Attachment III. See below for explanation.

Each component of the Cost Proposal ("cost component", i.e. fee per construction cost tier) will be scored separately using the following methodology:

- 1. The Lowest cost Proposal will receive 100% of the available points for the cost component
- Remaining Proposals will receive points based on application of the following formula:
   Points per Component = (Cost of Lowest Cost Proposal for the cost component / Cost of Proposal Being Evaluated for the cost component) x points for that cost component

(A/B) \* C = D where A is the lowest proposed cost element, B is the cost element being graded, C is the maximum cost points assigned to that cost element and D is the number of cost points awarded to that cost element.

Scores for the BCM fees will be added together to determine the total Cost Proposal Score.

If any part of the Cost Proposal Template, Attachment III is:

- Left blank;
- Multiple prices are proposed for any single BCM fee; or
- Any changes are made to wording in the Cost Template,

THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

## PART 4: PERFORMANCE STANDARDS

## 4.1 Performance Requirements

See the Scope of Services, Part 2

## 4.2 Performance Measurement/Evaluation/Monitoring Plan

## 4.2.1 Performance Measures/Evaluation:

Contractor(s) shall work with the OCD management to determine which metrics shall be measured and monitored for adequate contract performance. The Contractor(s) should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.

## 4.2.2 Monitoring Plan:

The monitoring plan is as follows:

- 1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scopes of Services and any directions from the SPM.
- 2. For each home, the Contractor shall complete all work required under this Contract within 183 calendar days (274 calendar days for reconstruction, with or without elevation) of the latest of: (a) the date of the homeowner executing a grant agreement. (b) a date thirty (30) days following the date of the homeowner executing a grant agreement, if the homeowner has not vacated the home; or (c) a date otherwise approved in writing by the State Program Manager. If the Contractor fails to complete the work within the time specified according to the approved schedule, or any approved extension, the Contractor shall pay to the OCD as a performance penalty, the sum of \$200 for each calendar day of delay.
- 3. See Attachment II, Sample Contract, Attachment IV, Service Level Deliverables and Performance Measures, for additional requirements.

## ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Emergency Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below: (Print Clearly)

Date:	:	Official Co	ntact	Name:						
Α.	Email Address:									
В.	Phone Number with area c	ode:	(	)						
C.	US Mail Address:	_								

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- 1. The information contained in its response to this Emergency RFP is accurate.
- 2. Proposer complies with each of the mandatory requirements listed in the Emergency RFP and will meet or exceed the functional and technical requirements specified therein.
- 3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this Emergency RFP.
- 4. Proposer's quote is valid for at least 180 calendar days from the date of the proposal submission deadline specified in the Emergency RFP.
- 5. Proposer understands that if selected as the successful Proposer, he/she will have 15 *business days* from the date of delivery of final Contract in which to complete contract negotiations, if any, and execute the final contract document.
- 6. Proposer certifies, by signing and submitting a Proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR 200. (A list of parties who have been suspended or debarred can be viewed via the internet at <a href="https://www.sam.gov">www.sam.gov</a>.)
- 7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this Emergency RFP, or a list of such litigation/ proceedings is attached to this Certification.
- 8. In the last ten (10) years, the Proposer has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, or if such proceedings exist, an explanation providing relevant details is attached.
- 9. There are no pending Securities Exchange Commission investigations involving the Proposer, or, if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this Emergency RFP is attached.
- 10. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties,

- and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
- 11. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. Agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
- 12. There is no open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter, or if such proceedings exist, an explanation providing relevant details is attached.
- 13. There are no criminal convictions in the past ten (10) years of active investigations or prosecutions in which the Proposer or any of its officers, directors or management personnel were or are defendants or targets of investigation or a list of such providing relevant details is attached.
- 14. There are no civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000 or a list of such providing relevant details is attached.
- 15. Proposer has no contracts currently in effect with any Louisiana governmental entity or a list of such contracts, including the contracting party, a short description of services, beginning and ending dates and contact name, title, phone and email for the contracting party is attached.
- 16. Proposer acknowledges their total responsibility for the entire Contract.
- 17. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
- 18. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or Authorized Representative			
Typed or Printed Name:			
Date:			
Title:			
Company Name:			
Address:			
City:	State:	Zip:	

## ATTACHMENT II: SAMPLE CONTRACT

#### **STATE OF LOUISIANA**

CONTRACT		
PO#		

The State of Louisiana, Division of Administration, Office of Community Development, hereinafter sometimes referred to as "OCD" or the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

#### 1 GENERAL AND ADMINISTRATIVE INFORMATION

This agreement addresses implementation and administration services needed to support the Louisiana Program (hereinafter referred to as "Program"). In addition to the Program, services may also be expanded to accommodate the Watershed Initiative, other existing disaster recovery programs and resiliency/mitigation program which OCD administers or is a stakeholder and/or other disaster recovery programs and other state or state or federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The programs are collectively known as the "Program".

#### SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in the Scope of Services, Attachment I. All work performed under the Contract must be authorized by the State Program Manager. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I – Scope of Services for Building/Construction Management Services (see Part 2, Scope of Services – Building/Construction Management Services of the Emergency RFP for form and content)

Attachment III – Rate Schedule (see Cost Proposal Template Attachment III of the Emergency RFP for form and content)

Attachment III- Clauses Applicable to Federal Emergency Management Agency (FEMA) funded services

NOTE: Attachment III is applicable only to services performed in connection with projects which are funded by FEMA, To the extent that Attachment III contradicts or is broader than existing language in the Contract, Attachment III will prevail in connection with FEMA funded projects.

Attachment IV-Service Level Deliverables and Performance Measures

NOTE: The Contractor may not be the exclusive provider of any of the tasks in Part 2, Scope of Services. The Contractor will provide Building/Construction Management Services as assigned by task order from the State Program Manager (SPM). There is no guarantee of any quantity of work and the Contractor may only be assigned services for a portion of the Program applicants.

#### 1.1 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

- 1. Provide Program services to meet the OCD's business requirements.
- 2. Provide operations management and application processing functions for the Program.
- 3. Provide long-term compliance and monitoring of completed Program applications.
- 4. Provide timely response to ongoing Program services requirements, including Action Plan modifications on short notice. Such responses should result in the rapid problem solving following known and established processes.
- 5. Provide comprehensive and proactive quality assurance and quality control functions.
- 6. Provide management of Subcontractors, if any.
- 7. Establishment of processes and procedures to close out and/or transition the Program as necessary.

#### 1.2 PERFORMANCE MEASURES

The performance of this Contract will be measured by the State Program Manager (SPM) for, who are authorized on behalf of the State to evaluate the Contractor's performance against the criteria in Attachment I and any communications from the State Program Manager.

#### 1.3 MONITORING PLAN

The State Program Manager, or designees, will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The monitoring plan is as follows:

- 1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scopes of Services and any directions from the SPM.
- 2. For each home, the Contractor shall complete all work required under this Contract within 183 calendar days (274 calendar days for reconstruction, with or without elevation) of the latest of: (a) the date of the homeowner executing a grant agreement. (b) a date thirty (30) days following the date of the homeowner executing a grant agreement, if the homeowner has not vacated the home; or (c) a date otherwise approved in writing by the State Program Manager. If the Contractor fails to complete the work within the time specified according to the approved schedule, or any approved extension, the Contractor shall pay to the OCD as a performance penalty, the sum of \$200 for each calendar day of delay.

#### 1.4 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment II: Scope of Services. (See Emergency RFP Part 2, Scope of Work)

## 1.5 DELIVERABLES

See Attachment I: Scope of Services. (See Emergency RFP Part 2, Scope of Work)

## 1.6 SUBSTITUTION OF KEY PERSONNEL

Personnel identified in the Proposal and other key personnel, including the Contractor's Program Director and Senior Manager(s), assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally

qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

#### 2 BACKGROUND CHECKS

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

#### **Bureau of Criminal Identification and Information**

Baton Rouge, LA 70896-6614 225-925-6095

http://www.lsp.org/who\_support.html#criminal http://www.lsp.org/pdf/crAuthorizationForm.pdf

OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a "no findings" result.

#### **Drug Screening**

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no "findings" result.

## 3 ADMINISTRATIVE REQUIREMENTS

#### 3.1 TERM OF CONTRACT

The term of any contract(s) resulting from this Emergency RFP shall begin on or about \_\_\_\_\_\_ and is anticipated to end on \_\_\_\_\_\_. OCD may exercise an option to extend for up to a total of thirty-six (36) additional months at the same rates, terms and conditions of the initial contract term with the concurrence of the Contractor and subject to all the appropriate approvals, including the Office of State Procurement in accordance with La. R.S. 39:1595.1. Prior to the extension of the contract beyond the thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The

continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### 3.2 STATE FURNISHED RESOURCES

eGrants version 4.1 shall be provided as the Grant Management System (the system of record and the program application used for processing applicants during the application process) and hosted by the State. If applicable, the Contractor shall provide design documentation and requirements to the State for any customization required for the eGrants system to perform the services of this Contract. Upon State's approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

Additional software or licenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an ODC. Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

Any end-user facing equipment (such as tablets or PC's), software, personnel in support of that equipment (i.e. Helpdesk), and any network connectivity to the end user facing equipment are the responsibility of the Contractor. This will include any network equipment required to establish network connectivity via full peer-to-peer VPN tunnel connecting back to the State provided hosting environment (split tunnels will be strictly prohibited).

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract.

Contractor shall immediately notify the SPM in writing of circumstances where the nature or quantity of any resource provided under this section, or the failure of the State to provide resources required under this section, is preventing the performance of Contractor's obligations under this Contract. In the event that Contractor fails to provide such notice to the SPM, the Contractor may not base any delay or lack of performance under this Contract on the nature or quantity of resources provided under this Section or failure to provide required resources.

#### 3.3 LICENSES AND PERMITS

Throughout the term of the Contract, the Contractor shall secure and maintain any and all licenses and permits required by law, including, but not limited to, a Residential Contractor's license and a Commercial Contractor's license with a Building Construction classification, issued by the Louisiana State Licensing Board for Contractors a well as pay inspection fees required to perform the work required to complete this Contract.

## 3.4 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below: <a href="http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx">http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx</a>

#### 3.5 TAXES

Contractor	is responsible	for payr	ment	of all applicabl	e taxes	from	the funds to	be rec	eived u	nder this
Contract.	Contractor's	federal	tax	identification	numbe	r is		,	DUNS	numbe
	, and Stat	e tax ide	ntific	ation number _			•			

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

#### 3.6 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

The obligations under Section 3.6 and its Subsections shall survive the termination or expiration of the Contract.

## 3.6.1 Confidential Information Of Applicants

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other Program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.6.2. below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

## 3.6.2 State's Procedural Requirements

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3.6 and the Subsections thereof. The obligations under Section 3.6 are in addition to, and not in place of, the items outlined under Attachment I, Scope of Services.

## 3.6.3 Duties To Monitor And Report Security Breach Or Unauthorized Release, Use Or Release Of Information

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized us or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

## 3.6.4 Third Party Requests For Release Of Information

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

## 3.6.5 Subcontract Agreements

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 3.6 and its Subsections. OCD shall be provided copies of such Subcontractor agreements upon request. All Subcontractor agreements will follow the provisions of this contract and incorporate same by reference.

## 3.6.6 Non-Confidential Data And Data Obtained From Third Parties

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

## 3.6.7 Limitations On Copying: Delivery Of Confidential Information To The State; Destruction Of Database; Obligations Against Use And Disclosure

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 29 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

## 4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The Contractor will not be paid more than the maximum amount of the contract. In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum amount of \$\displace{5}\$

## 4.1 PAYMENT TERMS

Contractor may submit invoices, not more frequently than biweekly, in accordance with the rate schedules provided in Attachment II. It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the expiration of the sixty (60) days. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late. Payments are predicated upon successful completion and approval by the State of the described tasks and deliverables as provided in the Contract and any communications from the State Program Manager. Payments will be made to the Contractor after acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice. The Contractor shall submit its request to OCD on an invoice form as approved by the OCD. The Contractor shall transmit the invoice and required supporting documentation, as defined by the OCD, to the SPM, as designated within the contract. Payment will be

made only on approval of the State Program Manager or designee and the OCD Finance Manager, or designee.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

Contractor shall notify the SPM in writing when seventy-five percent (75%) of the maximum contract amount has been expended.

## 4.1.1 Payment for Services Provided on a BCM Fee Price

Payment for services performed on a BCM fee price basis will be made based on invoices submitted to the State documenting the authorized cost of construction for each SOW being billed and the associated fee per Attachment II, Rate Schedule. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized bill rate, the applicant for which the services were provided, date provided, etc. The BCM fee will not be paid until the SOW for the home is complete and accepted by OCD.

The price for each BCM fee -price service shall be fully burdened and include and include all labor, travel and project expenses to provide the service.

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST.

#### 4.1.2 Payment for Other Direct Costs

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the Contract as described in Section 4.3. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other "mark-up" to the ODC.

#### 4.1.3 Payment for Construction Activities (Grant Proceeds)

For each completed (rehabilitation) home, the OCD shall pay the Contractor the approved Xactimate SOW price.

Once the value of work performed on a home reaches 50% of the work to be completed, and when work done to-date meets the standards of quality established under the Contract, as certified by the Contractor, OCD shall make a progress payment to Contractor equal to 50% of the SOW (less fee proposed and accepted by OCD. See Attachment III). Any escrowed funds must be drawn prior to payment from OCD upon approval of draw request from OCD.

The remaining balance of the SOW due to the Contractor for a specific home (minus any delay penalties imposed on the Contractor due to construction delays), including the agreed-upon Contractor fee associated with the project, will be paid after:

- 1. Completion and final acceptance of all work on the home; and
- 2. Delivery of all Program required documentation; and
- 3. Presentation of release of all claims against the OCD arising from the work on the home.

If the SPM determines evidence is necessary to substantiate claimed costs, the SPM may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor.

Any request for payment must reflect the amount of any escrowed homeowner funds. Upon approval of a payment request by SPM, Contractor may draw the escrow funds.

#### 4.2 OTHER DIRECT EXPENSES

Other Direct Costs (ODCs) may include extraordinary costs not covered by the BCM fees or Xactimate costs and approved in advance by the SPM and the OCD Finance Manager.

Wire communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work CANNOT be charged by the Contractor as an ODC, but must be included in the BCM fees proposed.

Xactimate and XactAnalysis must be included in the BCM fees proposed and will not be allowed as an ODC.

#### 4.3 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

Contractor shall have any new contractual agreement to be paid as an ODC, including leases and software licenses, assignable to the State at the termination of the Contract. Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

## 4.4 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the contract are estimated to be the amount needed. The State does not obligate itself to Contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds.

The State reserves the right to increase or decrease quantities, as appropriate, at the BCM fees stated in the Contract.

#### 4.5 DELIVERABLES/PENALTIES

Performance measures, benchmarks, and/or penalties will be defined in ensuing OCD directives. Contractor shall provide a policy on background check passage criteria by 30 days after the beginning of the Contract. Contractor shall pay to the OCD as a delay penalty, the sum of \$200 for each calendar day of delay.

For each home, the Contractor shall complete all work required under this Contract within 183 calendar days (274 calendar days for reconstruction, with or without elevation) of the latest of: (a) the date of the homeowner executing a grant agreement. (b) a date thirty (30) days following the date of the homeowner executing a grant agreement, if the homeowner has not vacated the home; or (c) a date otherwise approved in writing by the State Program Manager. If the Contractor fails to complete the work within the time specified according to the approved schedule, or any approved extension, the Contractor shall pay to the OCD as a performance penalty, the sum of \$200 for each calendar day of delay.

See Attachment IV, Service Level Deliverables and Performance Measures, for additional deliverables. Penalties under this Section, Deliverables/Penalties, will be deducted from pending payments due to the Contractor. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to the OCD. Penalties under this Section are for performance purposes and do not represent any form of damage payment.

(See "SAMPLE SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES" at the end of this Sample Contract for further deliverables to be included in the final contract.)

(NOTE: FINAL DELIVERABLES TO BE DETERMINED DURING CONTRACT NEGOTIATIONS.)

## 5 TERMINATION

#### 5.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice

specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

#### 5.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

#### 5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### 6 INDEMNIFICATION AND LIMITATION OF LIABILITY

#### 6.1 GENERAL INDEMNITY LANGUAGE

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

In addition to the foregoing indemnification agreement, Contractor specifically agrees to defend, indemnify and hold harmless the State against all claims, suits, losses or damages ("claims") arising out of or relating to reconstruction, rehabilitation, construction, new construction, demolition, and/or elevation work performed by Contractor, its agents, employees, partners or Subcontractors (whether or not caused by their negligence or fault), including without limitation, from construction defects or improper

construction and/or from the delays in the completion of work related to the applicable home; provided however, that this provision shall not apply to the extent that a claim arises out of the fault of a third party over which the Contractor had no control and which the Contractor could not reasonably anticipate and prevent.

Contractor specifically agrees to defend, indemnify and hold harmless the State against all claims, suits, losses or damages ("claims") arising out of any liens which may have been or may be asserted by any person or entity who performed reconstruction, rehabilitation, construction, new construction, demolition, and/or elevation work in connection with the Program. At the State's option, counsel providing the defense of the State shall be selected by the State.

#### **6.2 WARRANTIES**

The Contractor shall indemnify the State against any loss or expense arising out of any breach of any specified Warranty.

Warranties may be added, revised, modified, or, all of the foregoing based on the services to be provided by the Contractor. Warranties may also be added or modified in the ADDITIONAL TERMS and CONDITIONS of any executed Task Order(s). In addition, Contractor will provide homeowner a one (1) year (from the date final inspection complete) Contractor warranty on all Construction Activities (For reconstruction, the Louisiana New Home Warranty Act will apply.)

#### 6.3 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

#### 6.4 INDEMNITY RELATING TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### 6.5 DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

#### 7 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## 8 FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

## 9 ASSIGNMENT

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### 10 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

#### 11 CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

#### 12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the Subcontractor to the State and/or State Agency for any breach in the performance of the Contractor's or Subcontractor duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided for in the proposal.

(Insert list of subcontractors)

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

Neither the Contractor nor any of its subcontractors shall also contract for services under the separate Quality Assurance/Quality Control (QA/QC) contract entered into by State for program monitoring services. The Contractor shall not contract with any other subcontractor(s) without the express written approval of the State.

#### 13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract or other enforcement action.

#### 14 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

#### 15 GENERAL COMPLIANCE

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <a href="https://www.whitehouse.gov/omb/information-for-agencies/circulars/">https://www.whitehouse.gov/omb/information-for-agencies/circulars/</a>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Contractor shall consent to, the amendment of this Contract to expressly

include contractual provisions referencing any mandatory requirements if not already set forth in this Contract, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Contract.

#### 16 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

## 17 DOCUMENTATION AND RECORD KEEPING

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

#### 18 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

#### 18.1 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### 19 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR§ 13.36, 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

#### 20 LABOR STANDARDS

For the CDBG Programs: Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

## 21 ENVIRONMENTAL CONDITIONS

For CDBG Programs: Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58 (for CDBG Programs). Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall ensure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes.

## 22 HISTORIC PRESERVATION

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

## 23 UNIFORM RELOCATION ACT

Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

## 24 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 44 CFR § 13.50 and 44 CFR § 13.42 (FEMA) and/or 24 CFR §570.509 (CDBG) for project closure. Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

- 1. Final performance or progress report
- 2. Final request for payment
- 3. Federally-owned property report
- 4. Disposing of program assets

#### 25 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

#### Contractor's Insurance:

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the BCM fees.

## Minimum Scope and Limits of Insurance

**Workers' Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability Insurance: Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$5,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Professional Liability (Errors and Omissions): Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**Cyber Liability:** Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**Bonding/Builder's Risk:** Before commencing work, the Contractor shall furnish the State with a certificate of insurance evidencing that Builder's Risk Insurance (fire and extended coverage) on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force with limits of liability of at least \$1,000,000 per occurrence. The Builder's Risk Insurance shall be for the benefit of the Contractor and the OCD as their interests may appear and each shall be named in the policy or policies as an insured. Policies shall furnish coverage at all times for the full cash value of all completed construction, previously existing structures, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the OCD. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the homeowner.

Contractor will be required to obtain Performance and Payment Bonds in the amount of \$1,000,000 for the construction services provided. Contractor must deliver to State within seven (7) business days of contract execution a performance bond with Power of Attorney, on the forms provided, in an amount equal to \$1,000,000 and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

Contractor hereby agrees and acknowledges that failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract may result in forfeiture of Performance and Payment Security.

Crime Insurance, which incorporate fidelity bond insurance: Contractor or any subcontractor involved in the handling of State, HUD, and FEMA funds shall be required to maintain Commercial Crime Insurance in the amount of not less than \$5,000,000. Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this contract, the Contractor may carry deductibles in the amount for \$250,000 or less.

## **25.1 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages – OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

- **B.** Workers' Compensation and Employers Liability Coverage To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.
- **C. All Coverages** All policies must be endorsed to require 30 days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

**D.** Acceptability of Insurers – All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**E. Verification of Coverage** - Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Community Development, Its Officers, Agents, Employees and Volunteers
617 N. Third Street, 6<sup>th</sup> Floor
Baton Rouge, LA 70802
Building/Construction Management Selected Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. Subcontractors** - Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

## 26 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

#### 27 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## 28 DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

#### 29 OWNERSHIP OF DOCUMENTS

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

#### 30 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein

or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

## 31 ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

## 32 LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

#### 33 ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

## 34 COVENANT AGAINST CONTINGENT FEES

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

## 35 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

#### **36 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### 37 ENTIRE AGREEMENT CLAUSE

This contract, together with the Emergency RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Emergency RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

## 38 ORDER OF PRECEDENCE

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

#### 39 NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To OCD:	To Contractor:
Executive Director	
Division of Administration	
Office of Community Development	
P.O. Box 94095	
Baton Rouge, LA 70804	

## 40 NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract. The warranty requirements under construction activities are not limited by this Section and a homeowner, through the individual grant agreement, will have a direct right against the contractor for any warranty claim. However, that right shall not limit the State and Contractors ability to amend or modify or terminate this Agreement without the consent of the homeowner.

## 41 PUBLIC COMMUNICATIONS

The Contractor shall not issue or participate in any public communications, public meetings, or communications with elected officials or their representatives regarding the Program and/or Contractor's activities under this Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

## 42 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

#### 43 COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

## 44 PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

#### 45 NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

## 46 ADVERTISING

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

#### 47 WAIVER OF NON-COMPETITION ENFORCEMENT

Contractor agrees to waive enforcement of each and every contract provision it may have restraining of Contractor's employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

#### 48 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the Emergency RFP or Emergency RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurements matters.

#### 49 CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. The Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

## 50 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

#### 51 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

#### 52 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

## 53 OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Balance of this Contract left blank intentionally.

THUS DONE AND SIGNED on the date(s) noted below:

Ву:	
Name:	
Title:	
Date:	
OFFICE O	F COMMUNITY DEVELOPMENT
By:	
Name:	Desireé Honoré Thomas
Title:	Assistant Commissioner
Date:	
DIVISION	OF ADMINISTRATION
By:	
Name:	
Title:	
Date:	
CONTRAC	TOR

#### SAMPLE CONTRACT ATTACHMENT III

## CLAUSES APPLICABLE TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FUNDED SERVICES

## Right to Audit / Records Retention

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide OCD, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### **Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the

contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Contractor's Certification of No Federal or State Suspension or Debarment

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **Federal Funds**

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

## **Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

## **Byrd Anti-Lobbying Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.

#### **Compliance with Federal Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### Copeland Anti-Kickback Act 2 CFR 200

**Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### Clean Air Act 2 CFR 200

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## Federal Water Pollution Control Act 2 CFR 200

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## Contract Work Hours and Safety Standards Act 2 CFR Appendix II (E)

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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# SAMPLE CONTRACT ATTACHMENT IV SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES

## SAMPLE SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES\*

\*For any deliverable that is time based that the Contractor anticipates will not be met, as soon as the Contractor is aware of circumstances beyond the Contractor's' reasonable anticipation or control which may result in an inability to meet the deliverable, Contractor shall immediately notify the SPM in writing of those circumstances in order to seek an extension of the deadline for such deliverable. All time based deliverables are based on calendar days, including weekends and holidays.

OCD anticipates negotiating additional deliverables and performance measures which may include volume based deliverables requiring Contractor to complete certain tasks based on a percentage of files awaiting such tasks.

\*\*Additional deliverables may be included in specific task orders, after Contract execution.

	<u>Task</u>	<u>Deliverable</u>	<u>Measurement</u>	Penalty Payment
1	Performance Bond	Performance Bond for Contractor as defined in this contract and acceptable to State delivered within 7 business days of contract execution by all parties. Upon any termination or cancellation of bond, proof of replacement must be provided within 7 business days.	Performance Bond obtained	Contractor will provide a Penalty Payment of \$1000 per day beyond 7 business days of contract execution by all parties and per day beyond 7 business days after any subsequent bond termination or cancellation dates.
2	Proof of required Insurance	Approved and accepted proof of insurance	Date of presentation to State Program Manager.	Contractor will provide a Penalty Payment of \$1000 per day beyond 7 business days of contract execution by all parties and per day

				beyond 7 business days after any subsequent policy termination or cancellation dates.  Contractor will provide a
3	Section 3 Hiring Plan	Approved and accepted Section 3 Plan within 7 business days of Contract execution by all parties.	Date of State Program Manager Acceptance	Penalty Payment of \$5000 per week the plan remains unapproved beyond the due date, unless the delay is attributable to the State.
4	Subcontractor Monitoring Plan	Approved and accepted Subcontractor Monitoring Plan within sixty calendar days of Contract execution by all parties.	Date of State Program Manager Approval of Subcontractor Monitoring Plan	If the State Program Manager does not approve the plan within the specified 60-day period, Contractor will have 30 calendar days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 30 calendar days, Contractor will provide a penalty Payment of \$1000 per week beyond the 30 calendar days cure period.
5	Section 3 Plan Compliance	Ongoing Section 3 Plan Compliance. The report following the Initial Section 3 Hiring Plan is to be presented by (date to be determined). Each quarterly plan must thereafter be submitted for OCD approval, 2 weeks after to the beginning of the quarter, for OCD approval.	Approval and acceptance of Section 3 Activities reflected in quarterly reporting per approved Section 3 Plan reporting requirements.	If the State Program Manager rejects the report on or before 8 business days after submission Contractor will have 15 business days to demonstrate past compliance, absent which Contractor will provide a Penalty Payment of \$1000.00. Repeated successive quarterly rejections of Section 3 compliance report will result in escalated Penalty

				Payment of \$10,000 per quarter.
6	Public Records Request	All information responsive to a public information request shall be provided to OCD within three (3) calendar days of request receipt, unless an exception to the date required is noted in the request.	Days between requested date and date provided to OCD.	Contractor will pay a Penalty Payment of \$500 per day for each late day until requested information is provided to OCD.
7	Complete individual Solution 1 repairs, with or without elevation, in 183 calendar days	Contractor will complete repairs for homes under Solution 1 in 183 calendar days from grant agreement execution date.	Number of days from grant agreement execution date until completion and acceptance of Solution 1 repair.  If Contractor believes revised scope is needed for a specific repair project, Contractor must prepare and submit a change order within 15 calendar days of closing date. If a change order is submitted as described above, the measurement will begin on the date the change order is approved by Second QC review (as noted in the transaction	Contractor will provide a Penalty Payment of \$200 per day for each late day until completion and acceptance of repair.

			log history of the system of record).	
8	Complete individual Solution 1 reconstruction, with or without elevation, in 274 calendar days	Contractor will complete reconstruction for homes under Solution 1 in 274 calendar days from the grant agreement execution date.	Number of days from grant agreement execution date and completion and acceptance of Solution 1 reconstruction.	Contractor will provide a Penalty Payment of \$200 per day for each late day until completion and acceptance of reconstruction.

## ATTACHMENT III: COST PROPOSAL TEMPLATE -BUILDING/CONSTRUCTION MANAGEMENT (BCM) FEES

**Instructions:** The Proposer shall fill out Attachment III, Cost Proposal Template in its entirety and shall include it in the cost proposal. All cost information should be reflective of the Proposer's approach and methodology. BCM fees per home finished, and other direct costs are subject to written approval by the State.

## If any part of the Cost Proposal Template, Attachment III is:

- Left blank;
- Multiple prices are proposed for any BCM fee; or
- Any changes are made to wording in the Cost Template,

## THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

## **Building/Construction Management Fees (75 points)**

Only applies to homeowners choosing to receive Building/Construction Management (BCM) Services. For purposes of submitting Building/Construction Management (BCM) fees (which include only overhead and profit), Proposers should assume:

- 1. Repair estimates will be prepared using Xactimate cost estimating software pricing as of Program launch anticipated March 2022, as provided regionally by Xactimate. Only a limited number of repair activities/quality of materials will be considered allowable under the Program. These repair activities/quality of materials will be defined by OCD and incorporated into the allowable line items available in Xactimate for these BCM services. This listing shall be subject to modification on an as-needed basis. An initial listing of items currently under consideration as being allowable will be included in the Xactimate information given to the Contractor at the initiation of the Program.
- 2. Repair estimates will use Xactimate regional pricing tied to the home's physical address zip code.
- 3. Repairs will be limited to the approved scope of work authorized by the OCD. No substitutions or upgrades will be allowed. Contractor will be responsible for installing at its expense any inadvertently missed (additional) scope of work items unintentionally omitted by the Contractor when the repair estimate was prepared. However OCD will evaluate and consider requests based on unusual and unforeseen circumstances. Additional work that is approved by OCD, if any, will be priced utilizing the original data for the home's SOW. No other cost adjustments will be considered.
- 4. BCM fees should include all of Contractor's overhead and the profit margin, inclusive of overhead related to staff time dedicated to managing and satisfying the scope of work requirements, tasks and services requirements, project requirements and performance requirements listed and described in this Emergency RFP, and in particular coordination of communication between Contractor, OCD, OCD's Program Management, contractor, homeowners and other pertinent entities, agencies and/or persons. Communication efforts, with related documentation preparation needs, may be a significant effort depending on project complexity. OCD will not pay for staff time

separate and apart from the BCM fee and expects the Contractor to submit BCM fees reflective of Contractor cost in this regard.

5. All construction permitting fees must be included in the proposed BCM fees. BCM fees will not be reimbursed as part of interim payments. Contractor will be due the full BCM fee upon completion and acceptance of each repaired home.

BUILDING/CONSTRUCTION MANAGEMENT	\$ FEE PER HOME*	CRADING DOINTS
SOW cost		GRADING POINTS
Fee for Scope of Work from \$100 to \$2,000		2
Fee for Scope of Work from \$2,000.01 to \$5,000		4
Fee for Scope of Work from \$5,000.01 to \$10,000		9
Fee for Scope of Work from \$10,000.01 to \$15,000		10
Fee for Scope of Work from \$15,000.01 to \$30,000		15
Fee for Scope of Work from \$30,000.01 to \$60,000		10
Fee for Scope of Work from \$60,000.01 to \$75,000		10
Fee for Scope of Work from \$75,000.01 to \$100,000		5
Fee for Scope of Work from \$100,000.01 to \$200,000		5
Fee for Scope of Work from \$200,000.01 to \$300,000		5
COST PROPOSAL SCORE		<i>75</i>

<sup>\*</sup> ONLY ONE FEE PER LINE WILL BE ACCEPTED.

TOTAL COST (TO BE FILLED OUT BY OCD)	
Total BCM Fees ( 75 Points)	
TOTAL COST (75 points)	

## ATTACHMENT IV: DAMAGE ASSESSMENT/PRECONSTRUCTION CHECKLIST

Enter Account ID	Enter App Name DA: Enter	Enter Address
Enter Date and Time	Name	

Damage Assessment/Preconstruction Checklist					
Account ID: Enter Account ID	Applic	cant Name: Enter App Nam	е	Inspector: Enter	r Name
Date and Time: Enter Date and Time Address: Enter Address					
Type of Home: Single Family / MHU / Townhouse / Cond		ownhouse / Condo	Story: 1 / 2	2	Slab / Pier & Beam
Home Occupied: Y / N Safe to Enter: Y / N		o Enter: Y / N	Photo I.D.:	Y/N	Visible Flood Line: Y / N
Exterior Flood Height:		Interior Flood Height:	Gutted Height:		d Height:
Electric Meter Present: Y / N		Gas Service: Y / N	Type of Cladding: Vinyl / Brick / T111 / Hardie Plank / Other:		
Water: City / Well		Gas Meter Present: Y / N			
Water Heater: Gas / Electric Waste: Cit		Waste: City / Septic	Roofing: A	rchitectural / 3-ta	ab / Metal / Other:
Furnace: Gas / Electric Ro		Roofing Repairs: Y / N	504 or ADA	A Accommodatio	ons: Y / N

<u>es</u>	No	Applicant Interview
		Participation in Shelter at Home or other Charitable Organizations? If so, what repairs were completed?
		Storage container or dumpster rented?
		Lot Concerns? (Tree Limbs, Debris, Grading, Drainage, Other)
		Environmental Concerns? (Lead Based Paint, Asbestos, Other)
		Structural Consult Request Needed? (Structural Issues: Slab, Subflooring, Piers, Other) If "Yes", submit SCR:
		504/ADA Handicap Accessible Items Needed? (Ramp, Lift, Roll In Shower, Grab Bras, Other) If "Yes", submit 504:
		Electrical repairs made? Items completed:
		HVAC repairs made? Items completed:
		Plumbing repairs made? Items completed:
		Appliances replaced? Items completed:
		Structural Framing replaced? Studwall/Floor Joists/ Sheathing/Ceiling Joists
		A full inspection of the roof, attic, and crawlspace has been conducted. Contractor understands that the review of these locations is required and the assessment is incomplete without reviewing these areas.
		Irregularities (non-continuous foundations/mixed foundations, unpermitted additions, floorplan changes, items of concern):

Other Exterior Repairs made:
Who completed the repairs? Applicant / Contractor

Initialing below indicates that the items contained were considered and evaluated at the time of the assessment. Assessor/contractor shall review, as part of the assessment, the entirety of the structure and site. Assessment items include, but are not limited to, the following:

nitials:	Location and commonly assessed items
	Site conditions: ground level, drainage, ground failure, flooding/ponding concerns, hazards, electrical services, plumbing services, waste and septic services.
	Exterior: soffit & fascia, gfi's, meter mast, meter grounding rod, landing & stairs, lot grading, siding, exterior lights, breaker panel, floor insulation, roofing materials, roof vents, pressure wash, dumpster, septic tank, aerator, water well, pod
	<b>Foundation:</b> Foundation elements, structural concerns (if any) have been noted for scope inclusion and/or referred for structural review, subfloor framing, slab, subfloor sheathing, floor joists, sills, piers & footings, termite shield, etc.
	Attic & roof: Roofing material, drip edge, ridge vent, vent stack(s), sheathing, roof framing, penetrations, overhang, etc.
	<b>Life safety, mechanical, electrical, plumbing:</b> Smoke detectors, co detector, GFI's/GFCI's, correctly wired outlets, breaker panel meets municipality requirements, HVAC items: proper sizing, condenser, air handler or furnace, heat register, and any other condensate line, Freon line sets. Water heater and related items. ADA and accessibility considerations. Environmental concerns, HEPA, asbestos, and LBP items.
	Insulation: Wall, attic, floor, etc
	Interior General: Walls and ceilings: microbial agent, seal the stud wall, drywall, paint, wall/ceiling/floor insulation, shelving, doors and windows: correct door types, paint, door knobs, reglaze cracked windows, window replacement if required for egress, window retrofit, window stool and apron flooring: sheathing if applicable, floor preparation, vinyl flooring, transition strip, baseboard, base shoe, and paint.
	<b>Kitchen:</b> Cabinetry: upper and lower cabinets, full height cabinets, and countertop. Kitchen layout. Appliances: refrigerator, range, dishwasher, microwave oven, and furnace vent. Kitchen specific electrical, plumbing and venting, framing reinforcements for cabinets,
	<b>Bathrooms:</b> bath accessories. Cabinetry: vanity, vanity top, full height cabinetry, and medicine cabinet/mirror. Plumbing: sink faucet, toilet, toilet seat, tub, shower unit, surround, shower curtain rod, tub/shower faucet, p-trap assembly, and angle stop valves. Electrical: GFI's/GFCI's, outlets, switches, light bar, and HVL system. Framing considerations for grab bars and 504/ADA components.
	Bedrooms, living room, den, office: Walls and ceilings: microbial agent, seal the studwall, drywall, paint, heat register, insulation in the ceiling and walls, shelving, and smoke detector. Doors and windows: correct door types, door openings, paint, door knobs, reglaze cracked windows, window replacement if not functional, window retrofit, window stool and apron. Flooring: sheathing if applicable, carpet padding, carpet, transition strip, baseboard, paint, and contents. Electrical: outlets, switches, fan, and light fixture.
	<b>Hallways:</b> Closet shelving, attic access, smoke detector, carbon monoxide detector if the home has gas appliances. Doors and windows: correct door types, door opening, paint, doorknobs. Flooring: sheathing if applicable, carpet padding, carpet, transition strip, baseboard, and paint. Electrical: outlets, switches, and light fixtures.
	Laundry room: Shelving, Appliances and associated components.
	Appliance: Data plate stickers, serial numbers, refrigerator, stove, dishwasher, microwave, washer, dryer
	Miscellaneous: Any other factor or condition that will affect the safety, habitability, or structural integrity of the home.
	Photos & documentation: Photos taken detail the condition of the site, structure, and all components being evaluated.

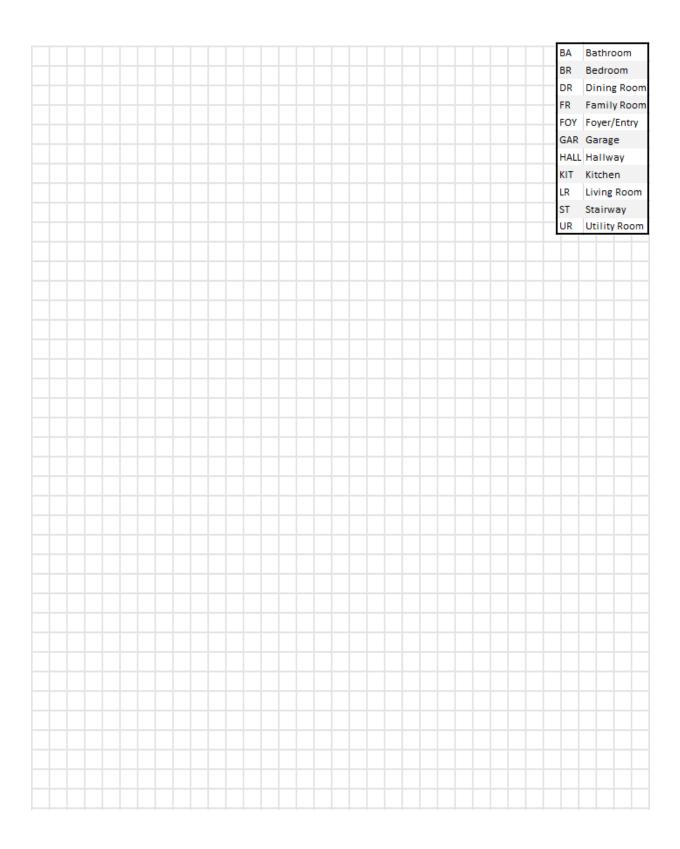
**Common assessment considerations:** Assessor/Contractor should attempt to capture data such that the following questions are easily answerable through scope and photos:

- Is the electrical panel type code compliant and in a code compliant location?
- Is the mechanical system electric or gas?
- Is the HVAC system sized correctly?
- Is the water heater electric or gas?
- Is the water heater elevated if required?
- Is the water heater pressure relief and drain pan drain code compliant?
- Does GFI protection exist in wet locations?
- Were outlets tested to confirm correct wiring?
- Is the septic system serviceable?

considerations that need to be addressed?

- Are content storage and content manipulation items accurate and accounted for?
- Are CO and smoke detectors accounted for?
- Is insulation type and location accounted for?
- Is the floor type specified appropriate for the location?
- Is the foundation showing signs of abnormal settlement or failure?
- Does the framing show signs of rot, damage, etc?
- Are there any rainwater/drainage

 _	
BA	Bathroom
BR	Bedroom
DR	Dining Room
FR	Family Room
FOY	Foyer/Entry
GAR	Garage
HALL	Hallway
KIT	Kitchen
LR	Living Room
ST	Stairway
UR	Utility Room



<u>LEGEND:</u>		Remove	and Replace [&]	Remove [-]	Replace [+]	Material [M]
	EXTERIO	R SECTIO	ON			
Front Elevation	REIM	ECR	_	lotes/Calculatio	ns:	
Roof & Decking: Reroof shall be to Fortified standard						Jacks, Roof Turbine, Sheathing, Lumber, Other
Soffit/Fascia/Vents:			Paint: REIMB/ECR			
Foundation:						
Cladding: Stucco, Brick, Vinyl Siding, T111, Other:			Paint: REIMB/ECR			
Stairs/Landing/Handrail:						
Shutters:						
Light Fixtures:						
Outlets:						
Pressure Washed:						
Garage Door:						
Storage Container:						
Dumpster:						
<u>Left Elevation</u>	REIM	<u>ECR</u>	<u>N</u>	lotes/Calculatio	ns:	
Roof & Decking: Reroof shall be to Fortified standard			Repair/Replaceme	ent: Continuous Ridge	e vent, Drip Edge, Pipe	Jacks, Roof Turbine, Sheathing, Lumber, Other
Soffit/Fascia/Vents:			Paint: REIMB/ECR			
Foundation:						
Cladding: Stucco, Brick, Vinyl Siding, T111, Other			Paint: REIMB/ECR			
Stairs/Landing/Handrail:						
Shutters:						
Light Fixtures:						
Outlets:						
Pressure Washed:						
Other:						

Rear Elevation	<u>REIM</u>	<u>ECR</u>	Notes/Calculations:
Roof & Decking: Reroof shall			Repair/Replacement: Continuous Ridge vent, Drip Edge, Pipe Jacks, Roof Turbine, Sheathing, Lumber, Other
be to Fortified standard			
Soffit/Fascia/Vents:			Paint: REIMB/ECR
Foundation:			
			D : 1 DENAD/ECD
Cladding: Stucco, Brick,			Paint: REIMB/ECR
Vinyl Siding, T111, Other			
Stairs/Landing/Handrail:			
Shutters:			
Light Fixtures:			
Outlets:			
Pressure Washed:			
Other:		<u> </u>	
other.			
Right Elevation	<u>REIM</u>	<u>ECR</u>	Notes/Calculations:
Roof & Decking: Reroof shall			Repair/Replacement: Continuous Ridge vent, Drip Edge, Pipe Jacks, Roof Turbine, Sheathing, Lumber, Other
be to Fortified standard			
Soffit/Fascia/Vents:			Paint: REIMB/ECR
Foundation:			
Cladding: Stucco, Brick,	+		Paint: REIMB/ECR
Vinyl Siding, T111, Other			i dilit. Relivibly ECR
Stairs/Landing/Handrail:	-		
Stairs/ Landing/ Handrail.			
Shutters:			
Light Fixtures:			
Outlets:			
Pressure Washed:			
Other:	_		
Canada Futarian	DEINA	FCD	Nata Calculations
General Exterior	REIM	<u>ECR</u>	Notes/Calculations:
Driveway:			
Sidewalk Damage:			
Porch:			
Driveway:			
Other:			

INTERIOR	R SECTION		
Interior	REIMB	<u>ECR</u>	Notes/Calculations:
Entire Interior Gut: Yes/No			Ceiling Height:
Mold Remediation: Yes/No			
Drywall Replacement: Yes/No			2′, 4′ Full, Other
Ceiling Replaced: Yes/No			
Entire Interior: (L x W x H)			
Attic Stairs: Yes/No			
CO Detector if Gas Appliances			
Notes:	1		
Utilities	<u>REIMB</u>	<u>ECR</u>	Notes/Calculations:
Electrical Meter Base: Yes/No			
Electrical Meter Mast			
Electrical Panel Yes/No			Size and Location:
Rewire: (Total SF)			
Notes:			
Plumbing	REIMB	<u>ECR</u>	Notes/Calculations:
Water Heater: Gas/Electric			
Water Heater and Size:			
WH Elevated: Yes/No			
Water Line Type, Size, LF:			
Gas Line Type, Size, LF:			
Septic Tank/Aerator: Yes/No			
Well: Yes/No			
Plumbing Notes:			
IN/AC	DEIMAD	FCD	Nakaa/Calaulakiana.
HVAC	<u>REIMB</u>	<u>ECR</u>	Notes/Calculations:
Air Handler Or Furnace			
Tonnage:			All / Day Days / Alat Daysing d
HVAC Ducts:			All / Per Room / Not Required
Condenser(s):			
Plenum:			
Condenser Pad, Condensate Line,			
Recharge, Evacuation, Copper line			
HVAC Notes:			
Insulation and Type	REIMB	ECR	Notes/Calculations:
Wall:		1	2', 4, Full Height, Other
Ceiling:			Full Ceiling, Per Room, Not Required
Flooring:			3, , ,
Notes:			

INTERIOR ROOMS				
Kitchen	REIMB	<u>ECR</u>	Notes/Calculations:	
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR	
Lower Cabinetry LF:				
Upper Cabinetry LF:				
Full Height Cabinetry LF:				
Countertops LF:				
Refrigerator:				
Microwave Oven:				
Range or Cook Top: Gas/Electric				
Range Hood and Duct:				
Dishwasher:				
Dishwasher Connection:				
P-Trap and Angle Stop Valves:				
Garbage Disposer:				
Sink:				
Doors: Standard/Bifold/Exterior			Paint: REIMB/ECR	
Door Opening: Yes/No			Paint: REIMB/ECR	
Window Size:				
Window Casing: Yes/No			Paint: REIMB/ECR	
Window Stool and Apron LF:			Paint: REIMB/ECR	
Sheathing:				
Baseboard/Base Shoe LF:			Paint: REIMB/ECR	
Shelving:				
Light Fixture(s):				
Switches:				
Outlets:				
GFIs:				
220 Outlet (If Electric Range):				
Notes:				
Laundry/Utility	REIMB	<u>ECR</u>	Notes/Calculations:	
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR	
Lower Cabinetry LF:				
Countertops LF:				
Sink				
P-Tran and Angle Ston Valves:				

Laundry/Utility	<u>REIMB</u>	<u>ECR</u>	Notes/Calculations:
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Lower Cabinetry LF:			
Countertops LF:			
Sink			
P-Trap and Angle Stop Valves:			
Washing Machine			
Dryer			
Dryer Vent			
Doors: Standard/Bifold			Paint: REIMB/ECR
Door Opening: Yes/No			Paint: REIMB/ECR
Window Size:			
Window Casing: Yes/No			Paint: REIMB/ECR
Window Stool and Apron LF:			Paint: REIMB/ECR
Sheathing:			
Flooring and Floor Preparation:			

helving:				
ight Fixture(s):				
Switches:				
Outlets:				
GFIs:				
220 Outlet:				
Notes:	*	•		
Bathroom: 1	REIMB	<u>ECR</u>		Notes/Calculations:
Orywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR	
ub/Shower/Combo/Surround				
hower Faucet:				
Curtain Rod:				
/anity LF:				
/anity top LF:				
aucet(s):				
P-Trap and Angle Stop Valves:				
Doors: Standard/Bifold			Paint: REIMB/ECR	
Ooor Opening: Yes/No			Paint: REIMB/ECR	
Vindow Size:				
Vindow Casing: Yes/No			Paint: REIMB/ECR	
Vindow Stool and Apron LF:			Paint: REIMB/ECR	
heathing:				
looring and Floor Preparation:				
ransition Strip:		1		
Baseboard/Base Shoe LF:		†	Paint: REIMB/ECR	
Mirror(s) or Medicine Cabinet:		1	, -	
helving:		1		
Bath Accessories:		1		
ADA Grab Bar or Framing Required:		1		
ight Fixture(s):				
witches:		<del>                                     </del>		
Outlets:		<del> </del>		
GFIs:		<del> </del>		
lotes:		<u> </u>		
iotes.				
athroom: 2	REIMB	ECR		Notes/Calculations:
rywall Gut: 2', 4' Full, Ceiling, Other	ILLIIVID	LCIL	Paint: REIMB/ECR	ito test edicardions.
ub/Shower/Combo/Surround		<del>                                     </del>	r anne. Nenvio/ ECN	
hower Faucet:		<del>                                     </del>		
Curtain Rod:		<del>                                     </del>		
/anity LF:		<del>                                     </del>		
/anity top LF:		<del>                                     </del>		
		<del>                                     </del>		
-aucet(s):				

Paint: REIMB/ECR

Baseboard/Base Shoe LF:

P-Trap and Angle Stop Valves:	
Doors: Standard/Bifold	Paint: REIMB/ECR
Door Opening: Yes/No	Paint: REIMB/ECR
Window Size:	
Window Casing: Yes/No	Paint: REIMB/ECR
Window Stool and Apron LF:	Paint: REIMB/ECR
Sheathing:	
Flooring and Floor Preparation:	
Transition Strip:	
Baseboard/Base Shoe LF:	Paint: REIMB/ECR
Mirror(s) or Medicine Cabinet:	
Shelving:	
Bath Accessories:	
ADA Grab Bar or Framing Required:	
Light Fixture(s):	
Switches:	
Outlets:	
GFIs:	
Notes:	

Circle one: Foyer,Den,Living,Office, Hall,BR1,BR2,BR3,BR4,BR5,	REIMB	<u>ECR</u>	Notes/Calculations:
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Doors: Standard/Bifold/Double/Exterior			Paint: REIMB/ECR
Door Opening: Yes/No			Paint: REIMB/ECR
Window Size(s):			
Window Casing: Yes/No			Paint: REIMB/ECR
Window Stool and Apron LF:			Paint: REIMB/ECR
Sheathing:			
Flooring:			
Baseboard/Base Shoe LF:			Paint: REIMB/ECR
Smoke detector/CO Detector:			
AC Vent:			
Shelving:			
Light Fixture Type:			
Switches:			
Outlets:			
Notes:	•	•	

Circle one: Foyer,Den,Living,Office, Hall,BR1,BR2,BR3,BR4,BR5,	REIMB	<u>ECR</u>	Notes/Calculations:
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Doors: Standard/Bifold/Double/Exterior			Paint: REIMB/ECR
Door Opening: Yes/No			Paint: REIMB/ECR
Window Size(s):			

Window Casing: Yes/No	Paint: REIMB/ECR	
Window Stool and Apron LF:	Paint: REIMB/ECR	
Sheathing:		
Flooring:		
Baseboard/Base Shoe LF:	Paint: REIMB/ECR	
Smoke detector/CO Detector:		
AC Vent:		
Shelving:		
Light Fixture Type:		
Switches:		
Outlets:		
Notes:		

Circle one: Foyer,Den,Living,Office, Hall,BR1,BR2,BR3,BR4,BR5,	REIMB	<u>ECR</u>	Notes/Calculations:
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Doors: Standard/Bifold/Double/Exterior			Paint: REIMB/ECR
Door Opening: Yes/No			Paint: REIMB/ECR
Window Size(s):			
Window Casing: Yes/No			Paint: REIMB/ECR
Window Stool and Apron LF:			Paint: REIMB/ECR
Sheathing:			
Flooring:			
Baseboard/Base Shoe LF:			Paint: REIMB/ECR
Smoke detector/CO Detector:			
AC Vent:			
Shelving:			
Light Fixture Type:			
Switches:			
Outlets:			
Notes:			

Notes:

Circle one: Foyer,Den,Living,Office, Hall,BR1,BR2,BR3,BR4,BR5,	REIMB	<u>ECR</u>	Notes/Calculations:
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Doors: Standard/Bifold/Double/Exterior			Paint: REIMB/ECR
Door Opening: Yes/No			Paint: REIMB/ECR
Window Size(s):			
Window Casing: Yes/No			Paint: REIMB/ECR
Window Stool and Apron LF:			Paint: REIMB/ECR
Sheathing:			
Flooring:			
Baseboard/Base Shoe LF:			Paint: REIMB/ECR
Smoke detector/CO Detector:			
AC Vent:			

		1		
Shelving:				
Light Fixture Type:				
Switches:				
Outlets:				
Notes:				
	_			
Circle one: Foyer,Den,Living,Office,	REIMB	<u>ECR</u>		Notes/Calculations:
Hall,BR1,BR2,BR3,BR4,BR5,	_			
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR	
Doors:			Paint: REIMB/ECR	
Standard/Bifold/Double/Exterior				
Door Opening: Yes/No			Paint: REIMB/ECR	
Window Size(s):				
Window Casing: Yes/No			Paint: REIMB/ECR	
Window Stool and Apron LF:			Paint: REIMB/ECR	
Sheathing:				
Flooring:				
Baseboard/Base Shoe LF:			Paint: REIMB/ECR	
Smoke detector/CO Detector:				
AC Vent:				
Shelving:				
Light Fixture Type:				
Switches:				
Outlets:				
Notes:		1		
Circle one: Foyer,Den,Living,Office,	REIMB	<u>ECR</u>		Notes/Calculations:
Hall,BR1,BR2,BR3,BR4,BR5,	_			
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR	
Doors:			Paint: REIMB/ECR	
Standard/Bifold/Double/Exterior				
Door Opening: Yes/No			Paint: REIMB/ECR	
Window Size(s):				
Window Casing: Yes/No			Paint: REIMB/ECR	
Window Stool and Apron LF:			Paint: REIMB/ECR	
Sheathing:			·	
Flooring:				
Baseboard/Base Shoe LF:			Paint: REIMB/ECR	
Smoke detector/CO Detector:			, ,	
AC Vent:				
Shelving:				
Light Fixture Type:				
Switches:				
Outlets:	+	+		
Notes:	1	1		
INUCES.				

Circle one: Foyer,Den,Living,Office,	REIMB	ECR	Notes
Hall,BR1,BR2,BR3,BR4,BR5,			
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Doors:			Paint: REIMB/ECR
Standard/Bifold/Double/Exterior			
Door Opening: Yes/No			Paint: REIMB/ECR
Window Size(s):			
Window Casing: Yes/No			Paint: REIMB/ECR
Window Stool and Apron LF:			Paint: REIMB/ECR
Sheathing:			
Flooring:			
Baseboard/Base Shoe LF:			Paint: REIMB/ECR
Smoke detector/CO Detector:			
AC Vent:			
Shelving:			
Light Fixture Type:			
Switches:			
Outlets:			
Notes:			
Circle one: Foyer,Den,Living,Office,	REIMB	<u>ECR</u>	Notes/Calculations:
Hall,BR1,BR2,BR3,BR4,BR5,			
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Doors:			Paint: REIMB/ECR
Standard/Bifold/Double/Exterior			
Door Opening: Yes/No			Paint: REIMB/ECR

Circle one: Foyer,Den,Living,Office,	REIMB	<u>ECR</u>	Notes/Calculations:
Hall,BR1,BR2,BR3,BR4,BR5,			
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Doors:			Paint: REIMB/ECR
Standard/Bifold/Double/Exterior			
Door Opening: Yes/No			Paint: REIMB/ECR
Window Size(s):			
Window Casing: Yes/No			Paint: REIMB/ECR
Window Stool and Apron LF:			Paint: REIMB/ECR
Sheathing:			
Flooring:			
Baseboard/Base Shoe LF:			Paint: REIMB/ECR
Smoke detector/CO Detector:			
AC Vent:			
Shelving:			
Light Fixture Type:			
Switches:			
Outlets:			
Notos	•		

Notes:

Bathroom: 3, 4	<u>REIMB</u>	<u>ECR</u>	Notes/Calculations:
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR
Tub/Shower/Combo/Surround			
Shower Faucet:			
Curtain Rod:			
Vanity LF:			
Vanity top LF:			
Faucet(s):			

P-Trap and Angle Stop Valves:	
Doors: Standard/Bifold	Paint: REIMB/ECR
Door Opening: Yes/No	Paint: REIMB/ECR
Window Size:	
Window Casing: Yes/No	Paint: REIMB/ECR
Window Stool and Apron LF:	Paint: REIMB/ECR
Sheathing:	
Flooring and Floor Preparation:	
Transition Strip:	
Baseboard/Base Shoe LF:	Paint: REIMB/ECR
Mirror(s) or Medicine Cabinet:	
Shelving:	
Bath Accessories:	
ADA Grab Bar or Framing Required:	
Light Fixture(s):	
Switches:	
Outlets:	
GFIs:	
Notes:	

Bathroom: 3, 4	REIMB	<b>ECR</b>	Notes/Calculations:		
Drywall Gut: 2', 4' Full, Ceiling, Other			Paint: REIMB/ECR		
Tub/Shower/Combo/Surround					
Shower Faucet:					
Curtain Rod:					
Vanity LF:					
Vanity top LF:					
Faucet(s):					
P-Trap and Angle Stop Valves:					
Doors: Standard/Bifold			Paint: REIMB/ECR		
Door Opening: Yes/No			Paint: REIMB/ECR		
Window Size:					
Window Casing: Yes/No			Paint: REIMB/ECR		
Window Stool and Apron LF:			Paint: REIMB/ECR		
Sheathing:					
Flooring and Floor Preparation:					
Transition Strip:					
Baseboard/Base Shoe LF:			Paint: REIMB/ECR		
Mirror(s) or Medicine Cabinet:					
Shelving:					
Bath Accessories:					
ADA Grab Bar or Framing Required:					
Light Fixture(s):					
Switches:					
Outlets:					
GFIs:					
Notes:					

General Notes

# ATTACHMENT V: DRAFT PROGRAM POLICIES/BUILDING STANDARDS

# APPENDIX A: EXCERPT FROM RESTORE 20 DRAFT PROGRAM MANUAL

### I. PROGRAM AUTHORIZATION

The funding for The Restore Louisiana Homeowner Assistance Program 2020 (RLHP or Program) is funded through HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) Program, as appropriated by Congress. Funding for 2020 and 2021 disasters was appropriated in Section 145 of the Continuing Appropriations Act, 2017, Section 192 of the Further Continuing and Security Assistance Appropriations Act, 2017, the Consolidated Appropriations Act, 2017, and any applicable future allocations. CDBG-DR grants are authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster. Given the extent of damage to Louisiana's housing stock, HUD requires the State to primarily consider and address its unmet housing recovery needs.

HUD maintains all federal rules, regulations and documents related to the CDBG-DR allocation to the State of Louisiana. These can be accessed online at <a href="https://www.HUDexchange.info">www.HUDexchange.info</a>.

The Louisiana Office of Community Development (OCD) is the implementing agency for the RLHP. The OCD Disaster Recovery Unit (OCD-DRU) is the department within the agency administering the Program.

### A. Program Allocation and Administration

On September 30, 2021, President Biden signed into law a Continuing Resolution directing \$5 billion to the U.S. Department of Housing and Urban Development for recovery from disasters in 2020 and 2021. HUD allocated \$585 million in CDBG-DR to the State of Louisiana as a result of the catastrophic and destructive hurricanes that impacted the state in August through October of 2020. Future allocations may be applicable.

# B. CDBG-DR Requirements

There are prescribed activities that can and cannot be undertaken with CDBG-DR funding. The following subsections identify the eligible activities for which RLHP funding can be used and the objectives that must be met.

#### 1. Eligible Activities

The following activities under the Housing and Community Development Act of 1974 (HCDA) are eligible: 105(a)1-11, 14-15; 18; 20; 23-25 as well as (42 U.S.C. 5305(a)(4)); Housing Incentive and FR 5989-N-01 VI.B.28:

Rehabilitation, reconstruction, reimbursement, replacement, buyouts, acquisition, and new construction.

### 2. Ineligible Activities

The following are all ineligible activities for which CDBG-DR grant funds cannot be used:

 Forced mortgage payoff; funding for second homes; stick-built relocation and/or funding for stick-built structures at an address other than the damaged property (with the exception of Solution 4); assistance for those who previously received Federal flood disaster assistance and did not maintain required flood insurance; rehabilitation or reconstruction activities on homes located in a floodway; SBA home/business loan payoffs, and compensation payments.

Note: The eligible and ineligible categories of activities are determined by HUD and are set forth in the rules and regulations specific to the CDBG-DR funds allocated to the State of Louisiana for the Hurricanes of 2020.

### 3. National Objectives

The primary objectives of the CDBG-DR Program are to assist communities recovering from the impact of a disaster by providing decent housing and suitable living environments, and to expand economic opportunities, principally for persons of low and moderate income (LMI). These objectives are achieved by ensuring that each funded activity meets one of three named National Objectives: benefiting LMI persons; preventing or eliminating slums or blight; or meeting urgent needs in the community. The RLHP 2020 will meet the LMI and urgent need National Objectives.

Low to Moderate Income (LMI) National Objective – Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size.

Income eligibility will be determined and verified in accordance with HUD guidelines for adjusted gross income. The most current income limits, published by HUD annually, shall be used to verify the income eligibility of each household applying for assistance at the time the award is determined.

Low- and moderate-income categories are further broken down into the following:

- **Very Low Income:** Household's annual income is up to 30% of the area median income, as determined by HUD, adjusted for family size.
- Low Income: Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size.
- **Moderate Income:** Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size.

**Urgent Need National Objective** – An urgent need that exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent (typically within 18 months) and the recipients cannot finance the activities on their own because other funding sources are not available. Note: HUD determines the criteria the state must meet to be in compliance with one or more of the required National Objectives.

### 4. HUD Spending Requirements

HUD requires that at least 70% of all RLHP funding must be provided to homeowners at or below 80% of the Area Median Income. An additional requirement is that 15% of funding must be spent in the HUD-designated Most Impacted and Distressed (MID) areas and 15% must be spent on mitigation activities.

Because of these requirements, the RLHP has income qualification standards that must be met by all applicants and the RLHP will assist homeowners through phases of application. This will support the Program's ability to meet the needs of the most vulnerable Louisianan citizens with the fewest resources first while also meeting HUD's expenditure requirements. Additional information about program phase qualification can be found in Restore 20 Homeowner Program Manual.

# C. Overview of Program Options Available to Homeowners

Given the time elapsed since the disaster events of 2020, homeowners are in varied states of progress in their rebuilding process depending on the extent of damage and resources available. In response, the state will implement the RLHP 2020.

The RLHP 2020 will provide assistance to eligible homeowners who have experienced damage to their primary residence as a result of disaster events in 2020 and 2021. Forms of assistance may include funding for rehabilitation, reconstruction, or replacement of a storm-damaged home, and/or reimbursement for eligible expenses of homeowners who have already undertaken repair, reconstruction, or replacement activities prior to the date of application for assistance. Assistance is structured into four possible solutions:

Solution 1- Program-Managed Construction

- Solution 2- Homeowner-Managed Construction
- Solution 3\*- Reimbursement
- Solution 4\*- Voluntary Buyout and Acquisition
  - \*as program funding allows

Homeowners may qualify for a single construction or reimbursement benefit or a combination of benefits such as construction and reimbursement assistance. While program staff can provide guidance to applicants on the guidelines and requirements of each solution, applicants are strongly encouraged to read the requirements for and view the informational videos about each solution in order to understand the applicable requirements and the applicant responsibilities under each. Based on individual conditions at the time of application, applicants will choose the Program solution which best fits their own need and their capacity to complete their home repair or reconstruction within the allocated time period associated with the solution.

The Program Solutions for construction activities, Solutions 1 and 2, will give applicants with remaining repair work the option to work with a Program-Managed homebuilding contractor (Solution 1), manage their own construction repair project (Solution 2 Repair), or hire their own Louisiana licensed residential contractor (Solution 2 Repair or Reconstruction). Regardless of the Solution selected, all Louisiana licensed residential contractors must follow the corresponding local jurisdiction's requirements for construction activities and the Program's requirements for resilient building materials and methods.

The level of construction required, rehabilitation or reconstruction of stick-built properties or replacement of MHUs, will be determined by the Program and the applicant's corresponding local jurisdiction. In the event that the level of damage to a home triggers a local jurisdiction to require a full reconstruction rather than a repair, the Program will adhere to the local jurisdiction's determination.

Applicants who have already demolished their disaster-damaged structures prior to Program application, must provide documentation of the damaged structure type, square footage, and damage to the home caused by the hurricane(s). Applicants should also provide any local jurisdiction notice of condemnation, substantial damage notification, or other notice of requirement to demolish at the time of application or when received, whichever comes first.

Solution 3 Reimbursement options vary depending on applicant situation at the time of the Program's damage assessment inspection.

- Applicants who have begun repair work to their stick-built home and who participate in the Program-Managed
  or Homeowner-Managed Solutions for completion of repairs, may also be eligible for reimbursement of the
  repair work that has been completed prior to the Program's damage assessment inspection.
- Applicants who have already begun to repair their disaster damaged Manufactured Housing Unit (MHU) or stick-built home and for whom the Program will replace the MHU or reconstruct the stick-built home, will not be eligible for reimbursement. However, applicants in these situations will be afforded the possibility of receiving credits for work performed as part of the award calculation process. Additional detail about this situation can be found in RLHP 20 Program Manual.
- Applicants who have completed full repairs may be eligible for reimbursement of eligible expenses, as determined by the Program.

To be eligible to apply for the RLHP 2020, the applicant(s) must have owned and occupied the property as their primary residence prior to August 27,2020, if requesting recovery assistance for Hurricane Laura or prior to October 9,2020 if requesting recovery assistance for Hurricane Delta.

Eligibility for assistance through the RLHP requires qualification of both the applicant and the damaged property.

# II. Applicant Eligibility Criteria

#### 1. Ownership

The applicant must own the property for which the applicant is applying for assistance and must have owned the damaged property prior to the date of the disaster event for which the applicant is applying for assistance. Due to the many different ownership situations and structure types, the Program has developed detailed policies related to the verification of ownership.

## 2. Occupancy

The applicant must have occupied the damaged property as his or her primary residence at the time of the relevant disaster event. To confirm occupancy, the Program receives a data feed from the tax assessor office in the jurisdiction where the damaged home is located that indicates whether a homestead exemption exists on the property and was in effect at the time of the relevant disaster event. If the property tax records have established ownership and the Parish has granted a homestead exemption, the property is considered to be occupied as a primary residence by the applicant

### 3. FEMA Registration

FEMA registration is a pre-requisite to eligibility. The Program will obtain information directly from FEMA to verify any FEMA assistance the applicant may have received.

#### 4. Income

The Program will serve all applicants as funding allows and will prioritize applicants with incomes at or below 80% AMI. Household income calculations are based upon the total income of all household members aged 18 years or older. Income determinations will be based on the most recent tax year and correlated to the most recently published HUD income tables, which may be found at <a href="https://www.huduser.gov/portal/datasets/il.html">www.huduser.gov/portal/datasets/il.html</a>, that account for household size and geographic location.

The program will update the income limit requirements each year based on HUD's yearly income threshold publication.

### 5. Requirement to Maintain Flood Insurance due to Receipt of Prior Federal Disaster Assistance

Applicants whose damaged property address is located in a Special Flood Hazard Area (or 100-Year Flood Plain) and who previously received disaster assistance are required to maintain flood insurance on the damaged property as a result of that prior assistance. Failure to maintain flood insurance coverage on a property that previously received federal assistance may result in the applicant being ineligible. The Program will rely on FEMA recorded data to confirm if an applicant has previously received federal aid and has remained compliant with their flood insurance requirements.

# III. Property Eligibility Criteria

# 1. Geographic Target Areas

The impacted home must have been located in one of the 59 disaster-declared parishes eligible for FEMA Individual Assistance.

# 2. Tie-Back and Damage Requirements

The home must have been designated as having Major damage or as destroyed (as defined by FEMA), as a direct result of the following disaster events:

- Hurricane Laura, August 27, 2020
- Hurricane Delta, October 9,2020

Qualifying event	Time Period	Disaster type
Hurricane Laura	August 22, 2020 - August 27, 2020	Wind/Flood
Hurricane Delta	October 6, 2020 - October 10, 2020	Wind/Flood
Hurricane Zeta	October 26, 2020 - October 29, 2020	Wind/Flood
Severe Storms, Tornadoes, and Flooding	May 17, 2021 - May 21, 2021	Wind/Flood
Hurricane Ida	August 26, 2021 - September 3, 2021	Wind/Flood

### 1. Structure Type

To qualify as an eligible structure type, the impacted home must be a single-family home, duplex, town home, modular home, manufactured home, or condominium. Eligible structure types with verified ownership will be considered eligible, regardless of whether the applicant owns the land on which the housing structure is situated. Structure type may be verified by tax card property description and/or during the property damage assessment/inspection process.

# a. Special Circumstances

## Single Family Dwellings

Single family dwellings consisting of up to two units must have at least one unit that is owner-occupied to be eligible for RLHP assistance.

# **Duplexes**

**Single owner:** Applicants who own and occupy one unit of a duplex and rent the other unit are eligible to apply to RLHP. The owner of the structure must be an owner-occupant of at least one unit. Structures where both units are used for rental purposes, and the owner is not an occupant of at least one unit, are not eligible. Eligible applicants will be allowed to use RLHP grants to fund the repairs of both units.

**Multiple Owners:** In situations where there are different owners for each unit, each unit is treated as a separate unit and each owner-occupant is eligible to apply to RLHP.

**Tenants:** The rental portion of the duplex must be vacant at time of application and remain vacant until the project is completed, otherwise the property is not eligible for assistance under the RLHP 2020. Applicants are prohibited from evicting existing tenants in order to apply for assistance. Any applicant found to have evicted a tenant in order to participate in the RLHP will be ineligible for assistance and is responsible for any damages sustained by the evicted tenant, including any temporary relocation costs. Applicants are required to document, at grant execution, that they have attempted to contact the tenant displaced by the disaster event and offered the repaired rental unit to the displaced tenant, as a right of first refusal.

#### Condominiums

Condominium owners who occupy the unit can apply for assistance; however, Condo Associations are not eligible applicants to the Program.

Condominium owners who use the condominium unit as rental property are not eligible to apply.

Condominium owner-occupants will be required to have written approval from the condominium association for the program-approved scope of work.

# **Manufactured Homes**

Manufactured homeowners are eligible to apply for the RLHP regardless of whether the applicant owns the land on which the manufactured home was situated at the time of the disaster or not.

#### **Boats**

Boat owners who occupied their boat as a residence are not eligible to apply for the Program.

# Recreational Vehicles (RVs)

RV owners who occupied the RV as a residence are not eligible to apply for the Program.

### Mixed-Use Buildings

Mixed-use buildings are ineligible structure types and will not be funded for repair or reconstruction by the Program. For example, a warehouse or business where an applicant has converted a portion of the space to living quarters is ineligible for funding.

#### III. Level and Terms of Assistance

Maximum awards provided will be adjusted based on any Duplication of Benefit and the activity category (repair, replacement, reconstruction, or reimbursement).

#### 1. Repair Maximum

The maximum award for repair will be determined by an assessment of work remaining to be completed at the time of program inspection.

#### 2. Reconstruction Maximum

The maximum award for reconstruction projects will be determined using a standardized price per square foot method. The program will estimate the eligible living square footage of the existing home and multiply it by the approved price per square foot of \$116.00.

## 3. Manufactured Home Replacement Maximum

The Program established maximum allowances for replacement manufactured homes are based on the type of unit damaged, less any duplication of benefits:

Damaged Single-wide unit: \$TBD
 Damaged Double-wide unit: \$TBD

### 4. Reimbursement Maximum

The maximum award for reimbursement will be determined by an assessment of the work completed prior to a Program inspection.

The maximum award will be determined by (a) an assessment of the work completed prior to the Program inspection and/or (b) an assessment of work remaining to be completed. Both assessments are based on the cost of building materials as calculated by the Program using national building standard estimating software. Further, the maximum award provided will be adjusted based on any Duplication of Benefit, and activity category (repair or reimbursement). Pricing updates subject to change based upon program review and approval and at the program's discretion.

#### D. Repair and Reconstruction assessments

Assistance is provided to applicants based on the Program's assessment of the cost to repair or reconstruct the damaged home. The Program's inspectors will conduct Damage Assessments to provide the scope of work (SOW) of the cost to repair or reconstruct an impacted home. Due to a limitation of funding available to the state, the Program will assess applicants' costs of repairs or reconstruction at an average grade of materials within the cost estimates. Therefore, it is likely that the Program's assessment of the value of repairs or reconstruction will be lower than other assessments that an

applicant may have, whether from SBA, NFIP, a private residential contractor or another third-party entity. The Program will rely solely on its assessment of the cost of repairs or reconstruction. The Program's pricelist for eligible expenses is included in Appendix B. This is not appealable.

RLHP provides grant assistance to address disaster related damages. RLHP does not provide assistance for deferred maintenance other than that required to ensure a habitable home, protect the investments being made through the Program, and/or for damages that may have occurred during the construction process or subsequent to the disaster. Further, certain items are not covered.

For those applicants who are disabled or who share a dwelling with disabled household members, a review and analysis of the cost reasonableness of any potential special accommodations, not in the standard repair estimate, may be made prior to grant execution. Applicants can request special accommodations and scope modifications by submitting a Disability Verification Form (DVF) form and Disability Accommodation Request Approval (DARA) to the Program. The Program's 504 Coordinator will facilitate review processes for special accommodations on a case-by-case basis. Upon completion of the review and analysis of the cost, the applicant will receive a determination in the final repair estimate. For more information about special accommodations and scope modifications for disabilities, please contact the 504 Coordinator at 504Coordinator@restore-la.org.

# 1. Sources of Cost Estimating Data

Prices for construction material and labor vary, often significantly, among suppliers and residential contractors. This is often true both regionally and within the same city. To ensure consistency and fairness throughout the affected parishes, RLHP has selected Xactware's Pricing Data Service and Xactimate Cost Estimating Software. Xactware's Pricing Data Service reports and validates cost information based on actual prices and transactions (e.g., completed bids) that have occurred recently in an impacted area. Xactware pricing data reflects insurance industry standards; prices are comprehensive and have been independently researched. Xactimate provides pricing data for different regions within Louisiana (Alexandria, Baton Rouge, Houma, Lafayette, Lake Charles, Mandeville, Monroe, New Orleans, and Shreveport).

### 2. Program Price List Selection

The Program will use Xactimate pricing data as of January 2022 for the region in which the damaged home is located to estimate costs. Sales tax will be included based on local jurisdictional tax rates. Pricing updates are subject to change based on program review and approval. Pricing updates are considered at the program's discretion. See **Appendix B** for an example Program Pricelist. Applicants are encouraged to review this prior to grant closing.

# 3. Eligible Grade of Construction Materials

The eligible grade of materials allowed for the Program is an average grade of building material. The pricing software identifies the eligible grade of materials for this program as "Xactimate XL".

# 4. Quality Standards

RLHP is designed to provide assistance to as many applicants as possible in order to ensure a habitable living environment for applicants who participate in the Program. However, the approach outlined in this section also ensures the most serious and significant issues standing in the way of home occupancy can be addressed. In most cases, RLHP assistance may not restore affected Louisiana homes to pre-disaster conditions and the Program is not intended to replace damaged materials with the same quality or grade of material previously present in the home. The Program will provide assistance for the basic repair of damages but may not address damages or replace items that are not necessary to make the home livable. This approach also reflects the limited funding available to RLHP.

In some instances, applicants may feel that their repairs are complete, and a Program inspector may identify minor, non-code and non-fire, life, or safety repairs that may still be eligible for Program funding. In these limited circumstances where minor repairs that are not code or safety related issues are scoped, but an applicant wishes to proceed without completing the minor repairs, the applicant may certify their repairs as complete and waive the entirety of their remaining

eligible repairs as observed by the inspector. In doing so, the applicant would be eligible for their reimbursement award only.

#### 5. Obtaining Information about Damages

# a. Physical Inspection

The RLHP damage assessment and cost estimate process rely primarily on physical inspection and, where repair work is underway or completed, information and documentation from the applicant about what was present before the disaster, what was damaged during the disaster, and what work has been completed. Dated photographs and reports from insurance adjusters are helpful supplements to RLHP determinations of damage when damages are in question.

## b. Identifying Questionable Information and Potential Fraud

The Damage Assessment process permits Damage Assessors to provide details and to record situations where they believe an applicant is providing information that warrants further review.

- Questionable and/or inconsistent information provided to the Program will be noted in Xactimate software to
  determine further review by quality control staff or construction specialists. Potentially fraudulent information
  such as undamaged items being reported by the applicant as damaged is recorded and referred to a Fraud
  Review team to determine whether there is reason to believe the applicant intended to deceive the damage
  assessor. If the review confirms potential fraud the case is referred to the RLHP's Anti-Fraud, Waste, and Abuse
  (AFWA) Group.
- Observations that require policy interpretation, for example, damage caused by a fire that took place at the time of the disaster, are recorded and reviewed by the Program for eligibility.

### 6. Damage Assessors and Their Role

Damage Assessors receive training on how to perform Damage Assessments consistent with RLHP protocols, policies, and procedures. The training includes sessions on eligible housing components, how to determine and measure the physical compensable area, and how to use the Xactimate tools and software to assess home damage and create repair, reconstruction, and replacement cost estimates. Estimators also receive training on ethics and fraud prevention. The role of the Damage Assessor is to collect sufficient data from a damaged property to estimate the damage and/or cost to repair the eligible damages. The Damage Assessor assesses the overall condition of the structure, conducts a room-by-room inspection of the disaster-damaged areas and takes measurements and photographs to document the extent of the damage. The Assessor inspects, measures, sketches, and photographs the entire home. The Damage Assessor does not make grant decisions and does not communicate information about the status of applications to the applicant.

#### 7. Damage Assessments versus Insurance Inspections

RLHP Damage Assessments differ from an insurance inspection in several important ways. First, insurance adjusters typically perform an independent assessment of damages that does not consider applicant input. Because in many cases the applicants have either completed repairs or have started the repairs when the RLHP Damage Assessor visits the property, applicants may provide information to the Damage Assessor. Second, an insurance company typically replaces damaged items with like items. RLHP provides cost allowances for repairing or replacing housing components that were damaged as a result of the disaster and that are necessary to bring the home into a reasonably habitable condition, using the most cost-effective approaches and materials, where possible. These costs are based on items likely to be in an average house with average amenities. For example:

 An insurance company would typically replace custom windows with custom windows, while RLHP provides a standard allowance for an average grade window for every applicant regardless of the quality or cost of the original damaged element.

- Certain housing components may be limited to one per residential unit. For example, each home can receive
  assistance for only one kitchen regardless of how many kitchens the home may have had prior to the disaster
  event(s).
- RLHP does not provide assistance to applicants for unpermitted additions, non-contiguous foundations, detached structures including garages, carports, mother-in-law quarters, sheds, fences, swimming pools, landscaping, etc. or decks larger than necessary for ingress and egress to the home even though these items are typically covered by insurance claims.

#### 8. Repair Estimates

Repair values are calculated based on the cost of materials included in building industry software prices and MHU Program cost limits, not actual expenses incurred by the applicant.

Repair estimates are component-by-component assessments of damages to the home using Xactimate assessment tools and software. Damages are assessed in only those areas that are in the common area under roof—no detached structures or structures attached by lean-to or breezeway are eligible for assessment. The Program performs repair estimates on structures that are safe to enter and not demolished or partially demolished. Estimates are generated by Xactimate software based on the information collected by the Damage Assessor. If no work has been completed prior to application to the Program, then only a Repair Estimate is required. If an applicant has completed repairs on their home prior to application to the Program, then only a Reimbursement Estimate is required. If an applicant is partially complete with repairs at the time of application to the Program, then the applicant will require both a Repair and a Reimbursement Estimate.

Estimates are reviewed for correctness and completeness, prior to being used to calculate RLHP benefits. The "correctness" review ensures that the applicant information (name, address, RLHP Identification Number, etc.), structure type, eligible rooms, and damages are listed. The "completeness" review includes checks to ensure that all field data is included in the applicant's damage assessment file, including the reimbursement estimate (if applicable), repair estimate, photographs, GPS coordinates and site sketches.

# 9. Reconstruction Estimates

Reconstruction estimates are calculated based on a pre-determined cost per square foot that the program has identified by examining current market conditions for new home construction. This is not the same as the cost that the applicant would incur if he or she were to rebuild their existing home with the existing finishes. It is the allowable cost the program may incur to rebuild the home and may result in a home of lesser square footage and lower grade finishes than the applicant's pre-storm home.

Reconstruction estimates are based on the total area of the eligible rooms of the home, excluding unpermitted additions, non-contiguous foundations, carports, garages, and porches, as identified in the repair estimate. Unattached structures and structures attached by a breezeway are also excluded.

Reconstruction estimates are performed on all homes and are the only type of estimate performed when a home is unsafe to enter or has been demolished or partially demolished.

- Unsafe Conditions Unsafe conditions include but are not limited to: structures whose load bearing walls, columns, or other support components have been compromised; structures that have strong industrial or chemical odors or vapors emanating from the home; or structures that have been marked by the local parish or fire authority as being unsafe to enter. If any of these conditions or similar conditions exist, the assessor can, upon consultation with a supervisor and documentation in photos and a written description, limit the Assessment to a reconstruction estimate. The files are required to be verified by OCD-DRU QA/QC contractor before moving forward in grant calculation.
- Demolished structures If a structure has been demolished or partially demolished, the Assessor can conduct a reconstruction estimate only. The Assessor takes photos to document the condition and measures the footprint and area eligible for reconstruction.

If the area eligible for reconstruction cannot be established by the Damage Assessor (for example a 100% destroyed home with a cleared foundation), the RLHP will work with the applicant to obtain the missing information from:

- Pre-disaster event appraisal or real estate sales documents;
- Parish tax assessor information;
- Insurance estimates;
- Photographs; and/or
- Aerial photographs.

The Program may use other approved methods to establish eligible reconstruction area and the reconstruction estimate when documentation from onsite inspection is unavailable.

Information collected to verify square footage of homes from sources other than the home estimate must be provided to the Program. Collection of the documentation is primarily the applicant's responsibility.

The Program makes the final decision on the eligibility of an applicant and, if eligible, the structure type and square footage used for grant calculation.

Therefore, the reconstruction estimate will be based on the total area (as defined above) minus any attached garage square footage. This calculation will result in the eligible reconstruction square footage. Solution 2 and Solution 3 projects where total allowable (as defined above) square footage reconstructed is less than the allowable square footage of the original structure, the award will be based on the applicable square foot price per allowed square foot of the reconstructed structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution, minus any duplication of benefits - whichever is less. If the reconstructed total allowable (as defined above) square footage is greater than the allowable square footage of the original structure, the award will be based on the applicable square foot price per allowed square foot of the original structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution, minus any duplication of benefits - whichever is less). The reconstruction per square foot cost factor is \$116.00 which includes elevation costs of 3 ft.

This calculation will result in the eligible reconstruction square footage. The eligible reconstruction square footage is multiplied by the applicable square foot cost factor - plus 20% overhead, minus any duplication of benefits - to establish a replacement allowance for the home, including the cost for elevation up to three (3) feet, if required. For elevations between two given height values: 1'-3' elevation is included in the applicable square foot cost factor; elevations >3' & <6', use the 6' elevation row and applicable allowable square footage; >9', requires OCD review and approval. In cases where the project's allowable square footage is between two given square footage columns on the elevation allowance table, the value of the cost per square foot corresponding to the lower square footage of the two shall be utilized.

**All Solution 1 reconstruction homes built will be elevated to 3 feet** with no sod on grade unless such elevation is expressly forbidden by the home owners association rules. Home owners assertion rules must be verified by a copy of the by-laws/covenants stating such restrictions.

#### 10. Manufactured Home Estimates

Calculation of an applicant's eligible award for manufactured home replacement is based on the size category (single wide or double wide) of the damaged structure. If any portion of a structure is a manufactured home, the entire structure will be classified as a manufactured home for purposes of the RLHP. Manufactured homes where the homeowner has constructed attachments, no matter how extensive such attachments may be, will be treated as manufactured homes, either singlewide or doublewide, regardless of the additions.

#### 11. Reimbursement Estimates

Reimbursement estimates, similar to Repair Estimates, are component-by-component assessments. However, unlike a Repair Estimate, a Reimbursement Estimate is an assessment of the value of completed repairs rather than an assessment of damages remaining. Both assessments are produced through the use of Xactimate assessment tools and software. Potential eligible reimbursement costs are assessed by total area of the eligible rooms of the home, excluding carports, garages, and porches, as identified. Un-attached structures and structures attached by a breezeway are also excluded.

The Program performs reimbursement estimates on homes where either partially completed repairs or fully completed repairs are present. Estimates are generated by Xactimate software based on the information collected by the Damage Assessor.

Estimates are reviewed for correctness and completeness prior to being used to calculate RLHP benefits. • The "correctness" review ensures that the applicant information (name, address, RLHP Identification Number, etc.), structure type, total living area, and repairs are listed.

The "completeness" review includes checks to ensure that all field data is included in the applicant's file, including the Reimbursement Estimate (if applicable), Repair Estimate, photographs, GPS coordinates and site sketches.

## 12. Deciding which Estimates to Use (Repair vs. Reconstruction)

For applicants who receive both a reconstruction and a repair estimate, RLHP determines which cost estimate to use in the award calculation by determining the relative percentage of the cost of repairing the home to the cost of reconstructing the home. The relative percentage is determined as follows:

- (Repair Estimate divided by Reconstruction Estimate) x 100 = relative percentage of cost of repair to cost of reconstruction
  - If the relative percentage of RLHP damage is less than 80% of the reconstruction amount, the repair estimate is used for calculating the cost of rehabilitation of the damaged structure. The project will proceed as a rehabilitation project.
  - Occasionally exceptions may occur that may convert a rehabilitation project to a reconstruction project. For
    instance, any unforeseen structural conditions identified and confirmed by the Program's structural engineer
    after execution of the grant agreement may result in a project cost increasing to or above the 80% threshold.
    Additionally, structures that have been determined to be substantially damaged or condemned by a governing
    municipality may be converted to a reconstruction project. Files that meet any of the aforementioned criteria
    will be reviewed on a case-by-case basis.
  - If the relative percentage of RLHP damage is equal to or greater than 80% of the reconstruction amount, the reconstruction estimate is used to calculate the cost of reconstruction of the damaged structure.
  - Elevation costs for a rehabilitation project are not included in the 80% threshold calculation

# Solution 1: Program Managed Construction

Applicants may choose to have the Program manage and complete the construction process for the rehabilitation or reconstruction of damaged homes. The Program will contract with a pool of residential homebuilding contractors and assign them to perform the Program-approved scope of work at the property. Applicants will be required to enter into grant agreements with the state. No upgrades to appliances, materials, or finishes are allowed under Solution 1. All reconstructed homes will be built as raised, pier and beam units with a minimum elevation of 3' unless required by the jurisdiction to build higher.

The state will pay a maximum of two (2) draws against the grant proceeds directly to the Louisiana licensed residential contractor as requested by the homebuilding contractor at 50% and 100% of construction completion. Construction progress and quality will be monitored throughout each project and payment of each progress draw is contingent upon successful inspection by the Program. In the event that an applicant disagrees with the payment of a homebuilding contractor for completed work, the Program reserves the right to have a third-party inspection performed by the independent QA/QC contractor. Should the QA/QC contractor find that the quality of the work is consistent with Program standards, the Program may issue the homebuilding contractor the payment regardless of applicant approval.

#### 1. Solution 1 Construction Standards

Construction standards applicable to all Solution 1 repair and reconstruction activities can be found in Appendix A.

### 2. Solution 1 Reconstruction Requires all Owners Approval

In the event of a Solution 1 reconstruction project, all parties with an ownership interest in the property are required to execute the grant agreement as well as provide consent for demolishing the damaged structure prior to execution of the

grant agreement. The Program will make all payments in the name of all owner-occupants. Owners who are not occupants may be listed on the application but are not required to be. RLHP is not liable for any dispute arising between owner-occupants and non- occupant owners.

#### 3. Solution 1 Move Out

During a pre-construction walk through with the applicant or their POA or communication designee, and a Program-Managed Contractor (PMC), it will be determined if the scope of work will require the applicant to vacate the property during the construction activities. If the Program determines that the necessary construction activities are extensive in nature and would create an undue hardship on the PMCs ability to perform the scope of work or would endanger the health and safety of the applicant, then the applicant will be required to personally vacate the property for the period of time required to complete the scope of work. If the Program determines that no undue hardship or health and safety issue is presented by the anticipated repair work, the applicant will not be required to personally vacate the property. The determination of whether or not an applicant will need to vacate the property is not appealable. All Solution 1 Reconstructions require the applicant to vacate the property during the demolition and reconstruction process. Applicants cannot move back into the reconstructed home until notified by the program in writing.

Moving out of the property shall be the applicant's responsibility and done at the applicant's own expense. If the applicant is required to vacate, it must be done within 30 days of the issuance of the construction Notice to Proceed or the grant will be rescinded.

If an applicant has no means to acquire temporary housing or no immediate resources available to temporarily move in with, they can notify their case manager for potential alternate options available from non-profit organizations, the Louisiana Housing Corporation, or Restore LA Temporary Housing Assistance.

### 4. Solution 1 Repair and Reconstruction Scope Deferment Policy for Reducing Duplication of Benefit Contributions

Applicants who are required to contribute funds to the project due to identified duplication of benefits may have the option to defer scope of the project prior to grant execution. The calculated value of the approved deferred scope will reduce, and in some cases eliminate, the amount the applicant is responsible for bringing to escrow for Solution 1. Scope deferment is inclusive of line items related to finishes and/or non-essential for occupancy or habitability such as interior painting for walls, ceilings, and baseboards/trim. Scope that would impact the safety of the structure and its occupants cannot be deferred.

In instances of Solution 1 Program- Managed Reconstruction, the RLHP will construct a dwelling based off of an approved and assigned floorplan that is chosen based on the square foot configuration of the applicant's damaged residence. The RLHP will review and confirm what scope items can be deferred from the floorplan in an effort to reduce or eliminate the applicant's escrow requirements.

#### 5. Solution 1 504 Accommodations

For applicants who are in need of special accommodations/modifications for disabled household members, the Disability Verification Form (DVF) and the Disability Accommodation Request Approval Form (DARA) should be completed and returned to the program as soon as possible for review, approval and adjustments to the scope of work. For more information about special accommodations and scope modifications for disabilities, please contact the 504 Coordinator at 504Coordinator@restore-la.org.

### 6. Solution 1 Requirement to Maintain Flood Insurance

If the damaged home, repaired, or reconstructed Solution 1 home is located in a Special Flood Hazard Area (SFHA), any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure is the cost at grant execution for the applicant. Failure to maintain flood insurance in perpetuity will result in an applicant being ineligible for future disaster relief. Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property in perpetuity. If the applicant(s) fail to provide such notice, applicant(s) maybe liable to the United States for future disaster assistance related to the property.

## c. Flood Insurance Verification for Solution 1 Repair Projects in a SFHA

The full insurable value of a repair project will be based upon the Program's final total project cost at grant execution. In the event of a post-closing increase to the total project cost, the applicant may be required to provide an updated policy. Evidence that the damaged home is covered by the Program's required flood insurance amount if the damaged property is in a Special Flood Hazard Area (SFHA) must be provided at the grant execution. A declaration sheet or ACORD form describing the coverage, or an application for flood insurance along with a paid receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement. Flood Zone maps can be found at <a href="http://maps.lsuagcenter.com/floodmaps/">http://maps.lsuagcenter.com/floodmaps/</a>

If flood insurance is required but not available due to the disrepair of the damaged home, the applicant(s) must submit proof that insurance coverage was denied prior to or at grant execution. Proof of sufficient flood insurance coverage must be provided prior to or at final inspection if coverage was denied.

## d. Flood Insurance Verification for Solution 1 Reconstruction Projects in a SFHA

The full insurable value of a reconstruction project will be based upon the Program's final total project cost, upon which the final disbursement is based. Evidence that the reconstructed home is covered by the Program's required flood insurance amount can be provided prior to or at final inspection. In all cases, proof of flood insurance must be provided prior to delivery of the new home to the applicant.

#### 7. Solution 1 Elevation

Homes will be evaluated on a case-by-case basis. Elevations will be considered in the following circumstances:

- Properties located within the floodplain that are required to be elevated by local ordinance and the local code
  enforcement officials' determination that a property is substantially damaged or will be substantially improved;
  or
- Properties outside of the floodplain which are required to be elevated by local ordinance as part of a reconstruction.
- Reconstructed homes not in a SFHA will be pier and beam construction, elevated to a minimum of 3' unless required by the jurisdiction to build higher.

If local code, ordinance, or code enforcement official requires elevation of a home and that home has a slab-on-grade foundation, the only option for assistance under the RLHP Hurricanes of 2020 Solution 1 Program will be reconstruction with elevation. The RLHP will not elevate slab-on-grade structures under Solution 1.

Note: Dirt fill as an elevation method is not eligible under the RLHP and will not be funded under any Program solution.

### 8. Solution 1 Warranties

- The RLHP offers a limited warranty on home repairs and new construction made by the Program contractor (Solution 1 only).
- Rehabilitation projects will have a 1-year warranty period for all scope of work (SOW) included in the Estimated Cost of Repairs (ECR).
- Reconstruction projects will have a 1-year fit and finish warranty period, a 2- year mechanical, electrical and plumbing (MEP) warranty period, and a 5-year structural warranty period.
- An item becomes a warranty concern only after a final inspection has passed. If an issue arises between a failed final inspection and a passed final inspection, the issue is not a warrantable issue.
- All warranty claims are between the homeowner and the contractor. Instructions on how to file a warranty
  claim and a copy of a claim form are provided to the applicant at the final inspection along with the final
  acceptance form.

#### 13. Solution 1 Grievances

Applicants may submit grievances with their Solution 1 contractor for work that is not in keeping with established homebuilding contractor standards and workmanship outlined by RLHP. The applicants can present their grievance to the state to contest the work that is being or has been performed, or that should have been performed under the RLHP policies. If an applicant disagrees with the payment request of a Solution 1 homebuilding contractor for completed work, a third-party inspection performed by the state's independent QA/QC contractor may be conducted at the direction of the state. Should the QA/QC contractor find that the quality of the work is consistent with Program standards, the Program may issue payment to the homebuilding contractor. Determinations made by the QA/QC contractor are final and will be communicated to the applicant accordingly. Solution 1 applicants wishing to file a grievance as provided for in this section must do so prior to sign-off of final construction payment and completion certification.

# Appendix B. Solution 1 Construction Specifications

# Guidelines on Materials and Construction Methods

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### **Section 1: Universal Construction Specifications**

The purpose of this document is to outline all relevant specifications and guidelines for Solution 1 Construction Projects. This section is applicable to both repair and reconstruction projects. When the scope of work is derived from Xactimate, and the Xactimate item definition conflicts with the following standards, the more stringent standard will apply. Standard quality items are generally considered as 'off-the-shelf' type items. Program material standards are located at the following link: <a href="https://www.hud.gov/program">https://www.hud.gov/program</a> offices/administration/hudclips/bulletins/umbs

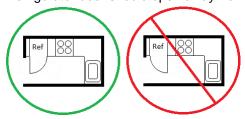
# **General Requirements**

- 1. Workers Compensation and Liability Insurance.
- Builders Risk Insurance.
- 3. Complete mobilization and demobilization from assigned site.
- 4. Site interior and exterior shall be neat and orderly at the conclusion of each work day.
- 5. All materials shall be properly protected from weather, theft, or vandalism.
- 6. All materials must be new and unused.
- All manufacturer guidelines and installation instructions must be followed.
- 8. Work will be performed in a professional and workmanlike manner. Deferred scope existing is not grounds for poor finish work. Seams, joints, miters, etc. will be tight and cosmetically correct. Splits, gaps, etc. are not allowable.
- 9. All specification sheets (appliances, mechanical utilities, hardware, etc.) will be placed into a binder and given to the Applicant no later than at the time of the Final Inspection.
- 10. Plumbing fixtures shall be metal bodied. Plastic fixtures are not allowable.
- 11. Electrical trim out shall be uniform in color.
- 12. Trim joints shall be mitered.
- 13. All framing will be #2 Yellow Pine.
- 14. All pier and beam houses will have insulation under the flooring
- 15. Roofing shall conform to the Fortified Roof minimum requirements for either re-roofing or new construction and must be photographed at each stage. Details can be found at https://fortifiedhome.org/training/
  - 1. Construction Requirements
    - a. 7/16 in. minimum roof deck sheathing and 24 in. o.c. maximum rafter framing (Retrofit solutions provided by a professional engineer may be considered).
       Existing sheathing shall be re-nailed with 8d ring-shank nails at 6" on-center.
    - b. Install minimum 4" wide roof deck flashing tape at all seams and penetration.
    - c. Install minimum 30lb felt or equivalent synthetic underlayment, secured with button cap nails at 6" on center along laps and 12" on center in the field. Staples are not allowable.
    - d. Drip edge shall be installed over underlayment and fastened at 4" on-center and staggered.
    - e. Starter strips shall be self-adhering or secured with roofing cement and shall be installed at eaves *and* rake. Reversed shingles are not allowable.
    - f. Asphalt shingles shall be high-wind rated and impact rated.
    - g. Ridge vent shall be designed for applicable wind load. Gable end vents permissible if required by plans however vented soffits and continuous ridge vents must also be provided. Turbine style vents are not allowable.

# 2. Documentation Requirements:

- a. The contractor shall provide the evaluator with in-progress photos with identifiable traits or landmarks of the property showing the following:
  - i. Installation of tape or self-adhered membrane
  - ii. Fastening of underlayment
  - iii. Fastening of drip edge metal over underlayment

- iv. Application of flashing cement along roof edges
- v. Installation of starter strips at eaves
- 16. When reconstructing the foundation in its entirety or elevating an existing home, it is necessary to have eighteen (18) inches of clear space between the lowest part of the framing, typically the sill, and the ground or foundation element, whichever is higher.
- 17. Windows will be vinyl, double-hung or single hung based on availability and with the same type used for the entirety of the project, low energy, ENERGY STAR certified, and shall include screens on operable panes.
- 18. Smooth transitions shall exist from ground surfaces to solid surfaces. Example: gravel should be graded up to finished height of driveway.
- 19. All light fixtures will need to be LED or use LED bulbs to obtain ENERGY STAR certification, and shall include lamps recommended by light fixture manufacturer.
- 20. Exterior doors shall be metal insulated 6-panel style, painted with hardware and matching locksets.
- 21. Exterior doors will be equipped with pan flashing at the sill, with a dam on the ends and along the inside edge (rear leg). All fenestrations will adhere to IRC R703.4 Flashing.
- 22. Interior slab doors will match existing doors or be wooden, hollow core six-panel style painted with hardware.
- 23. Interior doors opening into room shall open towards the nearest perpendicular wall, with clear access to the light switch.
- 24. All door components will come from the same manufacturer (e.g. slabs, frames).
- 25. Bi-fold doors will match existing doors or be wooden, hollow core, 3-panel per slab painted with hardware.
- 26. Pocket doors shall have locking mechanism installed.
- 27. Drywall will be ½ inch, minimum level 3 finish with orange-peel texture on walls, 5/8 inch on ceilings. Water rock will be installed in bathrooms, kitchens and laundry rooms around plumbing rough ins, sinks / vanities, showers, and toilets.
- 28. Hard trim edges (e.g. window stool/sill) shall be rounded/softened.
- 29. Flooring will be FHA approved standard-grade carpet and padding in bedrooms only and standard-grade sheet vinyl with a minimum of a 5 mil wear layer throughout the remaining areas. Must allow color options on carpet, wood-look vinyl, and tile-look vinyl. Homeowner may elect sheet vinyl in any and all rooms. Floor transitions must be ADA compliant as required.
- 30. Kitchen cabinets will be standard grade, prefinished, base and wall with hardware.
- 31. Cabinet shelves shall be installed when cabinets are new.
- 32. Unless otherwise specified, all painted items shall have one coat of primer and two coats of finish paint.
- 33. Wiring shall not be left unsecured or exposed within the living space.
- 34. Bathroom vanity light fixtures and/or mirrors shall be installed center to the vanity or pedestal.
- 35. Refrigerator door should open away from the kitchen space.



36. Plug-in style CO detectors not allowable.

### **Section 2: Reconstruction Specific Requirements**

The following items reference the RECON expectations and include approved materials, finishes, items, and tasks included in the "Turn Key" reconstruction price at \$116 per square foot of living area and documents / Certifications needed to receive payment.

Finishes should be picked and signed off on by the applicant before construction start or item installation. Contractors may not deviate from the scope of work without prior discussion with and written, signed approval from the Program first and then the applicant.

The following materials are approved base grade and will be the minimum requirements for successful completion. Materials may be exchanged for equivalent or better upon approval of Construction Management Contractor.

# Pre-Construction Items and Scope

- 1. Survey, Benchmark Elevation, Plot plan / Layout, and Final Elevation Certificate. (Elevation must be two (2) feet above the Base Flood Elevation (BFE/ABFE or (3) feet above grade whichever is higher. If forbidden by HOA, must provide copy of bylaws/requirements to validate.
- Materials Sales Tax
- 3. Demolition of existing structure, foundations, abandoned subsurface utilities beneath structure, driveway, walks, and any other damaged structure on the property that needs to be removed. i.e. storage shed, detached garages, including timely debris removal and legal disposal of removed debris, regardless of size. This includes demolition and proper disposal of homes with Lead- based paint and asbestos. With adherence to all EPA and LA. DEQ regulations. Note: Contractor is responsible for damage to culverts, driveways and walkways caused by construction and/or construction vehicles.
- 4. Temporary power, water, and portable toilet. Including installation of temporary power pole, service for temporary water and the monthly charges associated, as well as the delivery of portable toilet, and maintenance of portable toilet until removal. A storage unit (POD) will be provided upon request by the homeowner.
- 5. Storage Pod delivery and removal.

### Site Prep Foundation and Elevation

- 1. A reconstructed home shall be built elevated in all flood zones unless prohibited by local ordinance, Home Owners Association, or the like, and shall be built to the minimum three(3) foot height or as required by local municipality whichever is greater.
- 2. All non-slab foundations being constructed new or reconstructed shall have footings of continuous design. Spot footings Spot piers are not allowable.
- 3. All site prep including excavation, backfill, house pad, tree removal up to 2' in diameter and within 10' of the new slab, site grading, topsoil, clay, and backfilling foundation.
- 4. Slab-on-grade foundation and footing locations including sizes will be dictated by the engineered foundation plan.
- 5. Grading under raised homes shall be such that water will flow away from the home.
- 6. Engineered foundation, including elevation up to three feet as required by municipality or program required elevation. Spot piers not allowable. Minimum elevation increase shall be two feet (2') and shall be achieved using pier-and-beam foundations. Concrete slab-on-grade on compacted soil pad will be acceptable only when no elevation is required. In the event Municipal ordinances and/or deed restrictions dictate the type of foundation that can be used and elevation is required, Contractor shall submit, for review and consent by OCD-DRU on an exception basis, a copy of ordinance or deed restrictions (i.e. subdivision covenants) mandating specific requirements, and non-pier-and-beam foundations shall not be included in the Scope of Work without OCD-DRU's written consent. All pier-and-beam foundations up to six (6) feet will be surrounded in vinyl lattice with hinged access gates. If the elevation goes beyond six feet (6'), lattice will not be used however the joist system and insulation will be encased with minimum 1/2" thick CDX plywood. The columns, plywood, and sills will be painted in lieu of the vinyl lattice.
- 7. Elevation greater than three feet (3') has to meet engineered design standards, but will be funded based on the approved Policy.
- 8. Up to 750 square feet of reinforced slab is included for driveways (5" minimum thickness) and sidewalks (4" minimum thickness). Sidewalks are to be provided to main entrance only. \*See Section 3: Miscellaneous Conditions Rural Driveways & Gravel for additional situational quidelines.

# Framing and Exterior

- 2. Roofing shall conform to the Fortified Roof minimum requirements for either re-roofing or new construction and must be photographed at each stage. Details can be found at https://fortifiedhome.org/training/
  - 1. Construction Requirements
    - a. 7/16 in. minimum roof deck sheathing and 24 in. o.c. maximum rafter framing (Retrofit solutions provided by a professional engineer may be considered).
       Existing sheathing shall be re-nailed with 8d ring-shank nails at 6" on-center.
    - b. Install minimum 4" wide roof deck flashing tape at all seams and penetration.
    - c. Install minimum 30lb felt or equivalent synthetic underlayment, secured with button cap nails at 6" on center along laps and 12" on center in the field. Staples are not allowable.
    - d. Drip edge shall be installed over underlayment and fastened at 4" on-center and staggered.
    - e. Starter strips shall be self-adhering or secured with roofing cement and shall be installed at eaves *and* rake. Reversed shingles are not allowable.
    - f. Asphalt shingles shall be high-wind rated and impact rated.
    - g. Ridge vent shall be designed for applicable wind load. Gable end vents permissible if required by plans however vented soffits and continuous ridge vents must also be provided. Turbine style vents are not allowable.
  - 2. Documentation Requirements:
    - a. The contractor shall provide the evaluator with in-progress photos with identifiable traits or landmarks of the property showing the following:
      - i. Installation of tape or self-adhered membrane
      - ii. Fastening of underlayment
      - iii. Fastening of drip edge metal over underlayment
      - iv. Application of flashing cement along roof edges
      - v. Installation of starter strips at eaves
- 3. Gutters shall be installed with flow directed away from home OR sod will be placed extending from the foundation in a width not less than three (3) feet out so that run-off from the roof strikes the sod. The options presented remove this as a reason for project delay.
- 4. Painted wood fascia with vented vinyl or vented pre-finished metal soffit.
- 5. The front elevation will need to have either a brick or stucco accent wall. Preferably by the front door. Brick can be either be sealed or painted with lintel over doors and windows for stability. Stucco will need to be of metal lath construction with color options for the homeowner.
- 6. Exterior walls will be vinyl siding with house wrap and OSB sheathing (Foam Board under siding if required to achieve Energy Star Certification).
- 7. For exterior trim constructed of dimensional or engineered wood, all sides of the trim shall be primed, especially the end grain edges, and shall be at minimum two inches off of decks and roofs.
- 8. Carports and garages are included in the pricing as per the approved construction plans.
- 9. Porches are included as per the approved construction plans.
- 10. Sod will need to be placed in a minimum of three feet (3') from the exterior walls to encompass the drip edge for prevention of erosion to the foundation backfill.
- 11. Vinyl shutters will be installed at every street facing facade.
- 12. Steps and landing will be provided at every entry door per applicable building codes. Either wood framed or precast with elevated landings and railings. Railings will be equipped at landings or porches in excess of 24" above adjacent grade. All components shall be treated lumber with either water sealer or paint finish.
- 13. Insulation and air sealing will be completed in accordance with ENERGY STAR requirements.

# Lighting

- 1. Exterior light fixtures shall be installed as per plan.
- 2. Ceiling fans in living room and bedrooms. These shall be minimum of 3 lights and 52" blade span.
- Fluorescent lights in the kitchen with one recessed light over kitchen sink.
- 4. Light, heat, vent combination and 3-light bar over each vanity sink in bathrooms.
- Dining rooms and breakfast areas will have a hanging pendant light.
- 6. Dome style lights throughout the rest of the house.

#### **Doors**

- 1. All exterior door locksets shall be keyed alike, with unique key per each home.
- 2. All doors will have 2.5-inch door casing.
- 3. Attic access will be wooden, painted, pull-down disappearing folding stair and 2.5" door trim. Insulation jacket will be installed where required by municipality.
- 4. All doors will be a minimum of 32 inches wide for Age-in-Place as the minimum width for ADA compliance.

### Interior Finishing

- 1. Baseboards will be 2.25-inch paint grade MDF.
- 2. Shoe molding will be ½ inch quarter round or ½ inch shoe molding, paint grade pine.
- 3. Counter tops will be post-formed laminate with integral 4" backsplash.
- 4. Kitchen will have a double basin stainless sink with garbage disposal and metal bodied faucet with sprayer.
- 5. Bathroom vanity and cabinets will be prefinished (minimum of 3LF), with Cultured Marble vanity top; minimum of four (4) sf mirror per basin and 3-light bar per basin.
- All vanity assembly components shall be centered to themselves. Pedestal sinks are not allowable.
- Bathrooms will have a minimum of one 1 hand towel holder, one towel rod, and one toilet paper holder.
- 8. Tub/Shower valves shall be single-handled.
- 9. Tub-shower combinations or walk-in showers will be either a 1-piece fiberglass or fiberglass tub / base with cultured marble surround.
- 10. Sliding shower doors will be installed on all non-ADA tub/shower combos or walk in showers. Applicant may elect to have curtain rods and shower curtains on non-ADA tub/shower combos. Curtain rods and shower curtains will be installed on walk-in and roll-in showers along with tub/shower combos that have either grab bars and/or ADA seats.
- 11. Bedroom closets, and hall closets, if any, to have standard grade vinyl-coated steel wire shelf with rod or painted wood shelving with rod.
- 12. Pantry and linen closets to have standard complement of standard grade vinyl-coated steel wire shelf or painted wood shelving.

# **Appliances**

- 1. All appliances will be ENERGY STAR certified. The kitchen appliance suite will be offered in the homeowner's choice of white or black.
- 2. Refrigerator Quality: Energy Star, Standard grade, 18 to 22 c.f., 2 doors, 1 crisper drawer, glass shelves. Door swing should be away from kitchen area as per standards document
- 3. Electric Range / Oven Quality: Energy Star, Standard grade, 4 burners, porcelain top, knob controls, analog clock, oven timer
- 4. Range Hood Quality: Energy Star, Standard grade, 180 CFM, 2 speed fan, 75 watt light, vented to the exterior.
- 5. Over Range Microwave Vent Hood Combo Quality: Energy Star, Standard grade, wall mounted over range, 1.5 c.f., 950 watts, auto defrost, turntable, Micro Cook I & II, two-speed 200 CFM

- venting system vented to the exterior.
- 6. Dishwasher Quality: Energy Star, Two wash levels, normal wash cycles with pots and pans cycle, water saver, mechanical controls, and cool & hot air dry.
- 7. Washer Quality: Energy Star, Standard grade, top load, 2.5 CF capacity.
- 8. Dryer Quality: Energy Star, Standard grade, 3.4 CF, 3 cycle, vented to the exterior.

# Mechanical, Electrical, and Plumbing

- HVAC system will be ENERGY STAR certified with elevated exterior condenser pad (same level as foundation). Heat will be either electric heat or heat pump based on requirements to obtain ENERGY STAR certification. Drain pan at air-handler with float-valve and overflow piped to exterior.
- 2. PEX plumbing system, complete with a minimum of two (2) outside freeze-proof spigots. 50-gallon water heater with drain pan piped to exterior. Standard plumbing fixtures throughout. All stub-outs shall be copper appropriately mounted to fixed blocking.
- Complete 200-amp electrical system with a minimum of three (3) exterior outlets that are GFI
  protected (mandatory at exterior doors). All wet locations shall have their own respective GFI
  outlet, i.e. GFCI breaker to service any wet locations is allowable, AFCI breaker to service wet
  locations is not allowable.
- 4. One of two methods for installing electric meter base will be used: standard meter base with line items for stairs and landing scoped per Program guidelines, or a wireless meter base that does not require stairs or a landing to be constructed.
- 5. Where relocation of the underground electrical service is required due to direct burial not being allowed, the lowest of three appropriately scoped bids will be used as the cost for the relocation; photographic evidence of the direct burial wire will be provided with the change order, and photographic evidence of the conduit will be provided with the final documents.
- 6. Hard-wired smoke detectors, as required by applicable codes, shall be provided. Combination smoke and carbon monoxide detector required in common space/hallway (where gas-fueled appliances exist).

## **ENERGY STAR Rater / Certification**

- 1. Each home has to be ENERGY STAR certified. The cost to obtain the certification has been built in to the pricing.
- 2. Comply with Green Building Standards as described in Federal Register (FR) 5989-N-01 or the latest FR notice whichever is the greater requirement.
- 3. ENERGY STAR rater's passing report must be presented and exist in eGrants.

### Americans with Disabilities Act (ADA) Requirements

- 1. All ADA requirements will be built in as needed to meet program standards of reasonable accommodations.
- 2. All ADA and 504 requirements shall be identified and documented in eGrants prior to closing. However, contractor should be aware that ADA accommodations may arise after construction has begun and if a request for accommodation is approved by the Program, the accommodations will need to be provided.
- 3. If the homeowner has any mobility issues, vinyl flooring will be installed throughout the home. Flooring transitions must be such that a wheelchair/mobility impaired person can easily maneuver throughout the home.
- 4. Clear floor areas, as required by applicable accessibility codes, shall be provide
- 5. Walk in showers with seats will be installed for homeowners, as requested.
- d. Applicable accessibility codes also apply to the following: kitchen cabinets, outlets height, light switch height, door widths, toilet height, grab bars (include solid-wood blocking inside walls wherever grab bars are mounted), and ramps.
- 7. Ramps up to three (3) feet in height are included in the price of \$116. Anything above 3 feet will be evaluated with the elevation costs.

8. All bathrooms will be built with solid blocking in the walls for future needs for grab bars whether or not the Program is performing any other reasonable accommodations.

# Section 3: Miscellaneous Conditions Rural Driveways & Gravel

Solution 1 Reconstructions allow for 750sf of concrete driveways. (The Program has made accommodations for the fact that quite a few Solution 1 recons are in rural areas that have longer driveways or the municipal requirements either don't allow for limestone/gravel at all or require a certain amount of pavement at the road before limestone/gravel can be used.) Split lane driveways are not allowable as they cause issues with pouring as the concrete truck has no compacted soil on which to drive.

- 1. If the home is in a rural area that requires limestone/gravel, the concrete driveway will be replaced with up to two (2) loads of limestone/gravel. No change order will be needed and the replacement will be communicated with the applicant.
  - Approved to use 750sf concrete allowance in \$116 Recon pricing (\$4,500) as a cap for all rural ingress/egress allowance regardless of length of drive. No Change Order (CO) or Exceptions Panel (EP) approval required.
  - Pricing verified and \$4500 would cover the cost of a limestone/gravel driveway 12'wide x 250' long or 900 SF with 4" thickness.
    - Limestone is more durable and should be used as first choice.
    - If driveway exceeds cap, \$20/linear foot can be used beyond 250' and must be approved by EP only if driveway extends beyond the home.
    - If driveway is less than cap, a Deductive Change Order (DCO) is required based on \$4500 maximum driveway allowance.
- 2. If the home is in a rural area that requires gravel and the applicant has mobility issues as described by the ADA request form, a concrete parking pad, sidewalk to the ramp or concrete access to the lift will be required in addition to the gravel driveway. The gravel limits below should be applied to finish the driveway.
  - Approved to use the following in lieu of 750SF driveway allowance (up to \$4500) based on OCD limestone/gravel costs noted in item 1 above. (\$1500 for limestone to cover 12' width x 75' length x 4" depth with \$20/linear foot for every additional foot) as required by law.
    - Ramp/Lift parking/access pad area is limited to the following caps:
      - Standard minimum: 9'w x 20'd with 5' wide aisle; \$1700 cap
      - Handicap equipped vans minimum: 12'w x 20'd with 5' wide aisle; \$2100 cap
  - The \$116 per square foot includes "flatwork (driveways, patios, sidewalks)" therefore a sidewalk from front and rear entrance to the ramp/lift is included in the Reconstruction pricing.
  - If access parking pad/driveway exceeds \$4500 allowance cap, \$20/linear foot can be used for additional driveway requirements and must be approved by EP.
  - If access pad/driveway is less than cap, a DCO is required based on \$4500 max ADA parking pad allowance.
- 3. Homes where the municipality requires the driveway design to be no wider than a single car width will be reviewed by the exceptions panel on a case by case basis.
  - Approved for jurisdictions where this type of ordinance is mandated.
    - Mandated ordinance must be in file.
    - The driveway design will be no wider than a single car width; 12'w max -

10'w min.

- Where additional length is needed, \$1500 for limestone to cover 12'w x 75'l x 4" d with \$20/linear foot for every additional foot pricing will be used.
- In these cases, the driveway only needs to go to the front entrance access sidewalk of the house. The program will not pay for carport/parking pad slab in addition to a driveway to the road.
- 4. Any home that requires a new access drive, additional concrete due to municipal ordinances, or more than two (2) loads of gravel, will go to the exceptions panel for consideration on a case by case basis.
  - Approved for jurisdictions where this type of ordinance is mandated.
    - Mandated ordinance must be in file.
    - The driveway design will be no wider than a single car width; 12'w max -10'w min.
    - Where additional length is needed, \$1500 for limestone to cover 12'w x 75'l x 4" d with \$20/linear foot for every additional foot pricing will be used.
    - In these cases, the driveway only needs to go to the front entrance access sidewalk of the house. The program will not pay for carport/parking pad slab in addition to a driveway to the road.
- 5. General Driveway Guidance
  - A single load of limestone/gravel plus machinery time to spread should be set at a cap of \$1771.36. This will cover approximately 900 sf at 4" thickness. This is for an 18-cubic yard truck of gravel plus all machinery time to spread and compact.
  - A double load of limestone/gravel plus machinery time to spread should be set at a cap of \$3546.72. This will cover approximately 1800 sf at 4" thickness. This covers two 18 cubic yard trucks of gravel plus all associated machinery time to spread and compact.
  - Any change order submitted for limestone/gravel must be accompanied with photographic evidence showing the reason the limestone/gravel is needed along with aerial mapping showing dimensions to verify square footage of needed limestone/gravel.

#### **Asbestos**

Asbestos abatement must be performed in accordance with all federal and local requirements. Asbestos abatement will be performed on all homes where it has been verified or suspected. The following is to allow asbestos to be approved via the change order process.

- 1. For any home where asbestos abatement is required, a test must be performed to verify the presence of asbestos.
- 2. Upon the verification of the presence of asbestos, the abatement can be scoped in Xactimate using the program approved line items to cover the cost. Xactimate has set pricing for all but one line item needed for abatement. The hauling and disposal line item is a bid item in Xactimate and is the only variable line item. Invoices shall be provided to show actual cost. This will be variable based on location of home to the nearest qualified disposal site.
- 3. Any change order submitted should be accompanied by the test, photographs showing dimensions, and the invoice for disposal. Approved with required documentation in file, as follows:
  - Asbestos test results
    - For S1 properties, an asbestos test/test results are not required when the siding on a home built after 1929 and prior to 1990 is known to be siding containing asbestos (i.e. Transite siding). A picture of the siding must be in the file (DA). All other conditions remain applicable.
  - Photos of the material in question
  - Asbestos Abatement Checklist Document to include:
    - SF of asbestos removed (rough sketch to show calculation ability to

compare to DA SF sketch)

- Verification of how many sets of Personal Protective Equipment (PPE) are required
- Verification of how many containers (bags) are required
- Copy of the completed Haul Ticket to Type III dump confirming:
  - what material and quantity (i.e. cubic yards and/or how many bags)
  - hauled from where-to-where
  - date haul was made
  - Type III disposal facility accepted the waste.

#### **Electrical Meter Access Post-Elevation**

If a home is elevated to a point requiring a platform to access the electrical meter and a smart meter is not available to be installed, then the program approved Egress landing specification shall be allowable.

1. The following items and quantities are allowable

#	Cat	Sel	Act	Notes	Description	Coverage	Calc	Quantit
					5x5 EGRESS LANDING & STAIRS			
756	STR	STRT	+		Stair stringer - treated softwood	Dwelling	12.5	12.5
757	FRM	2X108T	+		2" x 10" x 8' #2 treated pine (material only)	Dwelling	6	6
758	FRM	J10L	+		Labor to install joist - floor or ceiling - 2x10	Dwelling	34.88	34.88
759	FRM	2X6X18T	+		2" x 6" x 18' #2 treated pine (material only)	Dwelling	11	11
760	FRM	DKL6	+		6" softwood landing planking - Labor only (per SF)	Dwelling	24.88	24.88
761	CNC	PIERDCY	+		Pier or footing	Dwelling	0.35	0.35
762	FRM	2X2X8T	+		2" x 2" x 8' #2 treated pine (material only)	Dwelling	9	9
763	FRM	2X6X8T	+		2" x 6" x 8" #2 treated pine (material only)	Dwelling	9	9
764	FRM	4X4X8T	+		4" x 4" x 8" - treated lumber post - material only	Dwelling	3	3
765	FRM	DKRLL	+		Landing hand rail/guard rail - Labor only	Dwelling	12.3	12.3
766	CNC	PSTA6	+		Post anchor - 6"	Dwelling	6	6
767	FRM	FRHNG>	+		Framing hanger - large	Dwelling	5	5
768	FRM	6X6X8T	+		6" x 6" x 8' - treated lumber post - material only	Dwelling	12	12

# Theft or Vandalism

A change order for vandalism/theft should be approved as unforeseeable.

- 1. As long as the following conditions are met:
  - Police report exists detailing the nature of the event and items involved
  - Photo documentation showing that the contractor was not negligent in the storage and security of the material

#### **Wind Zone**

Some areas are in a wind zone that require the use of architectural shingles or shingles that are able to withstand a higher wind speed than the program approved three-tab. In these instances, it is allowable for them to be processed via change order without the need for Exceptions Panel approval.

- 1. As long as the following conditions are met:
  - Wind zone map with address plotted
  - Roof must be sketched in Xactimate with appropriate roofing materials listed for deletion and addition

## **Underground Electrical for New Construction**

Where relocation of the underground electrical service is required due to direct burial not being allowed, a change order may be submitted without the need for Exceptions Panel approval.

- 1. As long as the following conditions are met:
  - Statement from building inspector or municipality indicating such

- May have the lowest of three appropriately scoped bids used as the cost for the relocation
- Photographic evidence of the direct burial wire should be provided with the change order
- Photographic evidence of the conduit should be provided with the final documents

## **Post-Elevation Paint Repair**

Painting in a room with stress cracks post-elevation - The entirety of the walls should be painted after repairing a stress crack. All walls in a room may be painted even if only one wall has a wall patch. The justification is that the program does not match paint colors and will use one of the program allowable paint colors. The program does not paint 'accent walls' so this results in the entirety of the room being painted.

- 1. As long as the following conditions are met:
  - Photographic evidence of the post-elevation damage included in the change order.
  - The approval reason should be described as "subsequent event due to elevation".

# **Elevation Related Repairs**

Drywall patch, electrical, plumbing repairs relating to damages incurred by the elevation/shoring process beyond the reconnecting of vertical runs of plumbing and/or electrical components that did not exist prior to the lift and were not a result of an improper or irregular lift may be submitted for via change order.

- 1. As long as the following conditions are met:
  - Plumbing and/or electrical
    - Lateral runs may be quantified using a linear foot based specification
    - Photographic evidence must be provided
  - Drywall Repair
    - One DRY PATCH per wall/ceiling per room
    - Photographic evidence must be provided

# **Crown Molding with Ceiling Tiles**

When a gap exists between a full height paneled wall removal and an existing tile type ceiling finish that is not replaced with drywall, a change order may be submitted for this cost.

- 1. As long as the following conditions are met:
  - Max allowance of 4.00 per linear foot to remove, replace, and paint 2 ½" crown

#### **Mold Concerns**

When an applicant expresses concerns about mold they may be addressed

- 1. As long as the following conditions are met:
  - Mold test exists
  - The lowest of 3 bids is submitted

#### **Elevations in Flood Zone X**

Elevation is allowable if the project is located in a Flood Zone X

- 1. As long as the following conditions are met:
  - Letter/Statement from ruling jurisdiction stating:
    - The home is required to be elevated
    - The benchmark to use in lieu of Base Flood Elevation is clearly stated (i.e. Inundation level is 24" above grade)
  - Final Elevation Certificate is provided showing the final elevation complies with the 2' (i.e. Lowest Adjacent Grade is 20', inundation level was 2', program requirement is 2', for a top of finished floor at 24')

# Parish/Jurisdiction Elevation on Existing Structures

When the local Parish/Jurisdiction verbally communicates that the home will need to be raised and will not offer specific documentation stating such, elevation costs may be considered.

- 1. As long as the following conditions are met:
  - Email or written letter from the builder directed to the appropriate contact at the Parish Jurisdiction, with case specific details memorialized in eGrants. Must include the following information:
    - 1) Date of inspection
    - 2) Name of representative from building inspection agency
    - 3) Specific details noting requirements to have COO issued



Bi-fold door

Interior and Exterior Doors

# **DRAFT**



Kitchen Cabinets (new price requires hardware)

Bathroom Vanity







Exterior Columns

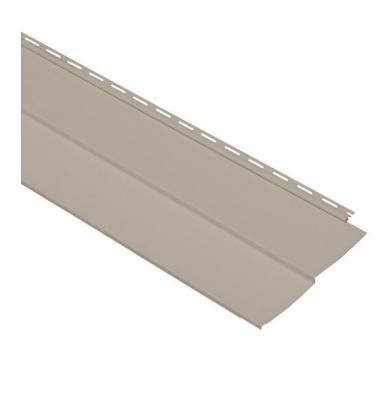




Door Casing Shoe Molding



Vinyl Shutters at every window facing a street



Vinyl Siding



Tile look Sheet vinyl



Faux Wood Sheet Vinyl



Dining Room Light

Ceiling Fans







Dome Lights



Vanity Lights



Kitchen Sink Light

Double hung Vinyl Windows

Including screens at operable panes



Kitchen Faucet **Bathroom Faucet** 











Toilet Flooring type in photo is not Program Standard

Carpet

#### **APPENDIX C – SAMPLE REPAIR & REHABILITION PRICE LIST**

# **Lake Charles Region as of November 2021**

#### **Standard Pricelist**

#### **ACT\_Accoustical Treatments**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Remove Acoustic ceiling tile - REMOVE ONLY	1.00 SF@	0.73 =	0.73
2. Remove Suspended ceiling grid - 2' x 2' - REMOVE ONLY	1.00 SF @	0.24 =	0.24
3. Remove Suspended ceiling tile - Standard grade - 2' x 2' - REMOVE	1.00 SF @	0.25 =	0.25
ONLY			

#### APP\_Appliances

DESCRIPTION		QNTY	UNIT COST	TOTAL
4a. Remove Cooktop - electric - Standard grade	1.00	EA@	28.01 =	28.01
4b. Cooktop - electric - Standard grade	1.00	EA@	383.80 =	383.80
5a. Remove Dryer - Electric - Standard grade	1.00	EA@	24.44 =	24.44
5b. Dryer - Electric - Standard grade	1.00	EA@	587.71 =	587.71
6a. Remove Dryer - Gas - Standard grade	1.00	EA@	24.44 =	24.44
6b. Dryer - Gas - Standard grade	1.00	EA@	733.88 =	733.88
7a. Remove Dishwasher - Standard grade	1.00	EA@	32.51 =	32.51
7b. Dishwasher - Standard grade	1.00	EA@	460.02 =	460.02
8. Garbage disposer - Standard grade	1.00	EA@	209.69 =	209.69
9a. Remove Range hood - Standard grade	1.00	EA@	15.27 =	15.27
9b. Range hood - Standard grade	1.00	EA@	142.54 =	142.54
10a. Remove Microwave oven – Standard grade	1.00	EA@	36.41 =	36.41
10b. Microwave oven – Standard grade	1.00	EA@	297.05 =	297.05
11. Remove Built-in oven - Standard grade	1.00	EA@	33.10 =	33.10
12. Remove Built-in double oven - Standard grade	1.00	EA@	33.10 =	33.10
13a. Remove Refrigerator - top freezer - 18 to 22 cf - Std grade	1.00	EA@	40.47 =	40.47
13b. Refrigerator - top freezer - 18 to 22 cf - Std grade	1.00	EA@	625.09 =	625.09
14a. Remove Range - freestanding - electric - Standard grade	1.00	EA@	24.44 =	24.44
14b. Range - freestanding - electric - Standard grade	1.00	EA@	532.71 =	532.71
15a. Remove Range - freestanding - gas - Standard grade	1.00	EA@	24.44 =	24.44
15b. Range - freestanding - gas - Standard grade	1.00	EA@	675.23 =	675.23
16a. Remove Washer/Washing Machine - Top-loading - Standard grade	1.00	EA@	32.51 =	32.51
16b. Washer/Washing Machine - Top-loading - Standard grade	1.00	EA @	493.10 =	493.10

## AWN\_Awnings & Patio Covers

DESCRIPTION		QNTY	UNIT COST	TOTAL
17a. Remove Patio Post - Steel Tube	1.00	LF @	1.91 =	1.91
17b. Patio Post - Steel Tube	1.00	LF @	13.89 =	13.89

#### CAB\_Cabinetry

DESCRIPTION		QNTY	UNIT COST	TOTAL
18a. Remove Vanity - Standard grade	1.00	LF @	9.12 =	9.12
18b. Vanity - Standard grade	1.00	LF @	136.14 =	136.14
19a. Remove Cabinetry - upper (wall) units - Standard grade	1.00	LF @	9.12 =	9.12
19b. Cabinetry - upper (wall) units - Standard grade	1.00	LF @	122.36 =	122.36
20a. Remove Medicine cabinet - Standard grade	1.00	EA @	21.87 =	21.87
20b. Medicine cabinet - Standard grade	1.00	EA@	108.84 =	108.84
21a. Remove Cabinetry - lower (base) units - Standard grade	1.00	LF @	9.12 =	9.12
21b. Cabinetry - lower (base) units - Standard grade	1.00	LF @	156.79 =	156.79
22a. Remove Cabinetry - full height unit - Standard grade	1.00	LF @	10.93 =	10.93
22b. Cabinetry - full height unit - Standard grade	1.00	LF @	195.58 =	195.58
23a. Remove Countertop - post formed plastic laminate - Standard grade	1.00	LF @	5.03 =	5.03
23b. Countertop - post formed plastic laminate - Standard grade	1.00	LF @	33.32 =	33.32

## **CLN\_Cleaning**

DESCRIPTION		QNTY	UNIT COST	TOTAL
24. Final cleaning - construction - Residential	1.00	SF @	0.28 =	0.28
25. Clean with pressure/chemical spray	1.00	SF @	0.38 =	0.38

# CNC\_Concrete & Asphalt

DESCRIPTION		QNTY	UNIT COST	TOTAL
26. Concrete sealer - brush or spray applied	1.00	SF @	0.86 =	0.86
27a. Remove Concrete kneewalls - 8" wall	1.00	SF@	7.79 =	7.79
27b. Concrete kneewalls - 8" wall	1.00	SF@	23.34 =	23.34
28a. Remove Concrete pier or footing with post anchor	1.00	EA @	49.26 =	49.26
28b. Concrete pier or footing with post anchor	1.00	EA @	84.36 =	84.36
29. Deck pier or footing	1.00	CY@	139.16 =	139.16
30. Concrete Piles - 18" diameter	1.00	LF @	73.09 =	73.09
31. Concrete Piles - 12" diameter	1.00	LF @	55.59 =	55.59
32. Concrete Piles - 24" diameter	1.00	LF @	124.53 =	124.53
33. Post anchor - 6"	1.00	EA @	32.30 =	32.30
34a. Remove Concrete slab on grade - 4" - finished in place	1.00	SF@	3.47 =	3.47
34b. Concrete slab on grade - 4" - finished in place	1.00	SF@	4.23 =	4.23
35a. Remove Concrete slab on grade - 6" - finished in place	1.00	SF@	5.20 =	5.20
35b. Concrete slab on grade - 6" - finished in place	1.00	SF@	5.24 =	5.24
36a. Remove Concrete slab reinforcement - 6" x 6", #10 wire mesh	1.00	SF@	0.50 =	0.50
36b. Concrete slab reinforcement - 6" x 6", #10 wire mesh	1.00	SF@	0.49 =	0.49

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**DESCRIPTION** 

PRICELIST\_STNDRD\_NF

2200m 110m		QIVII	Oldii COSI	IOIAL
CONTINUED - CNC_0	Concrete & Aspha	alt	A	
DESCRIPTION		QNTY	UNIT COST	TOTAL
37a. Remove Precast steps - concrete - 1 to 2 risers - 4' wide	1.00	EA@	367.07 =	367.07
37b. Precast steps - concrete - 1 to 2 risers - 4' wide	1.00	EA @	467.23 =	467.23
38a. Remove Precast steps - concrete - 3 to 4 risers - 4' wide	1.00	EA@	367.07 =	367.07
38b. Precast steps - concrete - 3 to 4 risers - 4' wide	1.00	EA@	674.45 =	674.45
39. Spiral wound fiberboard tube - 16"	1.00	LF @	24.30 =	24.30
40a. Remove Footings - labor & materials - Reinforced	1.00	CY@	235.10 =	235.10
40b. Footings - labor & materials - Reinforced	1.00	CY @	416.40 =	416.40
41a. Remove Concrete wall - labor & materials - Reinforced	1.00	CY @	314.34 =	314.34
41b. Concrete wall - labor & materials - Reinforced	1.00	CY @	383.84 =	383.84
CON_Content Manipulation				
DESCRIPTION		QNTY	UNIT COST	TOTAL
42. Contents - move out then reset	1.00	EA @	66.05 =	66.05
43. Contents - move out then reset - Small room	1.00	EA @	49.58 =	49.58
44. Contents - move out then reset - Large room	1.00	EA @	99.07 =	99.07
45. Contents - move out then reset - Extra large room	1.00	EA @	198.13 =	198.13
46. Job-site moving/storage container - 20' long - per month	1.00	MO @	221.62 =	221.62
47. Job-site moving container - pick up/del. (ea. way) 12'-20'	1.00	EA @	67.92 =	67.92
DMO_General Demolition				
DESCRIPTION	QNTY		UNIT COST	TOTAL
48. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA @		782.71 =	782.71
49. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA@		845.32 =	845.32
50. Demolish/remove home (1001 sf - 2000 sf)	1.00 SF@		4.18 =	4.18
51. Floor protection - self-adhesive plastic film	1.00 SF@		0.55 =	0.55
DOR_Doors				
DESCRIPTION	QNTY		UNIT COST	TOTAL
52a. Remove Interior door unit - Standard grade	1.00 EA @	F4 @	22.77 =	22.77
52b. Interior door unit - Standard grade	1.00	EA @	237.85 =	237.85
53a. Remove Bifold door set - lauan/mahogany - Double	1.00	EA @	18.21 =	18.21
53b. Bifold door set - lauan/mahogany - Double	1.00	EA @	272.50 =	272.50

QNTY

**UNIT COST** 

11/12/20

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**TOTAL** 

DESCRIPTION		QNTY	UNIT COST	TOTAL
54a. Remove Bifold door - lauan/mahogany - Single	1.00	EA @	15.17 =	15.17
54b. Bifold door - lauan/mahogany - Single	1.00	EA @	136.25 =	136.25
55a. Remove Bypass (sliding) door set - lauan/mahogany	1.00	EA @	18.21 =	18.21
55b. Bypass (sliding) door set - lauan/mahogany	1.00	EA@	244.23 =	244.23
56a. Remove Interior door - full louvered - pre-hung unit	1.00	EA @	22.77 =	22.77
56b. Interior door - full louvered - pre-hung unit	1.00	EA @	392.85 =	392.85
57a. Remove Interior double door - lauan/mahogany - pre-hung unit	1.00	EA@	26.01 =	26.01
57b. Interior double door - lauan/mahogany - pre-hung unit	1.00	EA@	332.76 =	332.76
58a. Remove Overhead door & hardware - 16' x 7' - Standard grade	1.00	EA@	101.15 =	101.15
58b. Overhead door & hardware - 16' x 7' - Standard grade	1.00	EA @	1,206.89 =	1,206.89
59a. Remove Overhead door & hardware - 18' x 7' - Standard grade	1.00	EA@	101.15 =	101.15
59b. Overhead door & hardware - 18' x 7' - Standard grade	1.00	EA@	1,341.99 =	1,341.99
60a. Remove Overhead door & hardware - 9' x 7' - Standard grade	1.00	EA@	79.16 =	79.16
60b. Overhead door & hardware - 9' x 7' - Standard grade	1.00	EA@	858.19 =	858.19
61a. Remove Pocket door unit - lauan/mahogany	1.00	EA@	30.35 =	30.35
61b. Pocket door unit - lauan/mahogany	1.00	EA @	294.51 =	294.51
62a. Remove Storm door assembly - Standard grade	1.00	EA@	21.42 =	21.42
62b. Storm door assembly - Standard grade	1.00	EA@	228.53 =	228.53
63a. Remove Exterior door - metal - insulated - Standard grade	1.00	EA@	26.01 =	26.01
63b. Exterior door - metal - insulated - Standard grade	1.00	EA@	269.96 =	269.96
64. Additional charge for a retrofit exterior door	1.00	EA@	243.81 =	243.81
65. Additional charge to cut down an exterior door	1.00	EA @	179.03 =	179.03
66a. Remove Exterior door sidelite - sidelite only	1.00	EA @	53.11 =	53.11
66b. Exterior door sidelite - sidelite only	1.00	EA @	333.80 =	333.80

# DRY\_Drywall

DESCRIPTION		QNTY	UNIT COST	TOTAL
67. 1/2" drywall - hung, taped, floated, ready for paint - Replacement (use for drywall, plaster and paneling)	1.00	SF @	3.01 =	3.01
68a. Remove 1/2" drywall - hung, taped, ready for texture	1.00	SF@	0.51 =	0.51
68b. 1/2" drywall - hung, taped, ready for texture	1.00	SF@	2.61 =	2.61
69a. Remove 1/2" drywall - hung only (no tape or finish)	1.00	SF@	0.51 =	0.51

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DESCRIPTION		QNTY	UNIT COST	TOTAL
69b. 1/2" drywall - hung only (no tape or finish)	1.00	SF@	1.72 =	1.72
70a. Remove 1/2" water rock (greenboard) hung, taped, floated ,ready for paint	1.00	SF @	0.51 =	0.51
70b. 1/2" water rock (greenboard) hung, taped, floated ,ready for paint	1.00	SF@	2.79 =	2.79
71a. Remove 5/8" drywall - type C - hung, taped, light texture	1.00	SF@	0.51 =	0.51
71b. 5/8" drywall - type C - hung, taped, light texture	1.00	SF @	3.17 =	3.17
72. Acoustic ceiling (popcorn) texture - Ceiling Only	1.00	SF @	1.33 =	1.33
73. Mask per square foot for drywall or plaster work	1.00	SF@	0.29 =	0.29
74. Drywall Repair - Minimum Charge - Labor and Material - Minimum repaup to 32 SF	air1.00	EA @	535.24 =	535.24
75. Drywall Repair - Minimum Charge - Labor and Material - Minimum repaup to 4 SF	air1.00	EA @	101.78 =	101.78
76. Texture drywall - machine	1.00	SF@	0.62 =	0.62
77. Texture drywall - smooth / skim coat - Ceiling Only	1.00	SF @	1.72 =	1.72

# **ELE\_Electrical**

DESCRIPTION		QNTY	UNIT COST	TOTAL
78a. Remove 110 volt copper wiring run, box and outlet	1.00	EA@	6.50 =	6.50
78b. 110 volt copper wiring run, box and outlet	1.00	EA@	71.27 =	71.27
79a. Remove 110 volt copper wiring run and box - rough in only	1.00	EA@	6.50 =	6.50
79b. 110 volt copper wiring run and box - rough in only	1.00	EA@	56.23 =	56.23
80a. Remove 110 volt copper wiring run, box and switch	1.00	EA@	6.50 =	6.50
80b. 110 volt copper wiring run, box and switch	1.00	EA @	71.70 =	71.70
81a. Remove 220 volt copper wiring run, box and receptacle	1.00	EA @	9.10 =	9.10
81b. 220 volt copper wiring run, box and receptacle	1.00	EA@	178.79 =	178.79
82a. Remove 220 volt copper wiring run and box - rough in only	1.00	EA @	9.10 =	9.10
82b. 220 volt copper wiring run and box - rough in only	1.00	EA @	146.05 =	146.05
83a. Remove 504 Hearing/Visual Impaired Door Annunciator	1.00	EA@		0.00
83b. 504 Hearing/Visual Impaired Door Annunciator	1.00	EA @	219.45 =	219.45
84a. Remove Bathroom ventilation fan, light, and heater	1.00	EA@	21.38 =	21.38
84b. Bathroom ventilation fan, light, and heater	1.00	EA@	342.52 =	342.52
85a. Remove Breaker panel - 200 amp w/arc fault breakers	1.00	EA@	151.38 =	151.38
85b. Breaker panel - 200 amp w/arc fault breakers	1.00	EA@	2,145.23 =	2,145.23
86a. Remove Electrical panel cover	1.00	EA@	8.27 =	8.27
86b. Electrical panel cover	1.00	EA@	50.67 =	50.67
87a. Remove Circuit breaker - ground-fault circuit-interrupter (GFI)	1.00	EA@	10.51 =	10.51

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## **CONTINUED - ELE\_Electrical**

DESCRIPTION		QNTY	UNIT COST	TOTAI
87b. Circuit breaker - ground-fault circuit-interrupter (GFI)	1.00	EA@	76.55 =	76.55
88a. Remove Carbon monoxide detector - Standard grade	1.00	EA@	9.62 =	9.62
88b. Carbon monoxide detector - Standard grade	1.00	EA@	52.48 =	52.48
39a. Remove Disconnect box - 60 amp - non fused	1.00	EA@	18.23 =	18.23
39b. Disconnect box - 60 amp - non fused	1.00	EA@	157.54 =	157.54
90a. Remove Ground fault interrupter (GFI) outlet	1.00	EA@	6.11 =	6.11
90b. Ground fault interrupter (GFI) outlet	1.00	EA@	31.91 =	31.91
91a. Remove Grounding rod - copper clad with clamp, 8'	1.00	EA@	30.35 =	30.35
1b. Grounding rod - copper clad with clamp, 8'	1.00	EA@	106.51 =	106.51
22. Electrician - per hour 2.5 hour max through change order	1.00	HR @	91.46 =	91.46
3a. Remove Meter mast for overhead power - 2" conduit	1.00	EA@	75.70 =	75.70
3b. Meter mast for overhead power - 2" conduit	1.00	EA@	520.06 =	520.06
4a. Remove Meter base and main disconnect - 200 amp	1.00	EA@	56.78 =	56.78
4b. Meter base and main disconnect - 200 amp	1.00	EA@	456.25 =	456.25
95a. Remove 220 volt outlet	1.00	EA@	6.11 =	6.11
5b. 220 volt outlet	1.00	EA@	31.94 =	31.94
6a. Remove 220 volt outlet cover	1.00	EA@	0.76 =	0.76
6b. 220 volt outlet cover	1.00	EA@	5.89 =	5.89
7a. Remove Outlet	1.00	EA@	6.11 =	6.11
7b. Outlet	1.00	EA@	14.47 =	14.47
98a. Remove Outlet - High grade - for kitchen use only	1.00	EA@	6.11 =	6.11
8b. Outlet - High grade - for kitchen use only	1.00	EA@	20.08 =	20.08
9a. Remove Outlet or switch cover	1.00	EA@	0.76 =	0.76
9b. Outlet or switch cover	1.00	EA@	2.98 =	2.98
00a. Remove Switch	1.00	EA@	6.11 =	6.11
00b. Switch	1.00	EA@	14.91 =	14.91
01a. Remove Outlet - tamper resistant	1.00	EA@	6.11 =	6.11
01b. Outlet - tamper resistant	1.00	EA@	16.45 =	16.45
02. Rewire - average residence - copper wiring	1.00	SF@	3.52 =	3.52
03. Remove Security system - contact w/wire (per opening) REMOVE	ONLY 1.00	EA @	3.43 =	3.43
04. Remove Security system - control panel REMOVE ONLY	1.00	EA@	4.57 =	4.57
05a. Remove Liquid tight flexible conduit, 1"	1.00	LF @	7.00 =	7.00
05b. Liquid tight flexible conduit, 1"	1.00	LF @	15.52 =	15.52
06a. Remove Smoke detector - Standard grade	1.00	EA@	9.62 =	9.62
06b. Smoke detector - Standard grade	1.00	EA@	41.33 =	41.33
107a. Remove Safety switch (disconnect) - 60 amp 240v 3P type 1	1.00	EA@	166.36 =	166.36
07b. Safety switch (disconnect) - 60 amp 240v 3P type 1	1.00	EA@	574.49 =	574.49
08a. Remove #4 gauge copper wire - stranded or solid	1.00	LF @	0.41 =	0.41

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## **CONTINUED - ELE\_Electrical**

DESCRIPTION		QNTY	UNIT COST	TOTAL
108b. #4 gauge copper wire - stranded or solid	1.00	LF @	2.84 =	2.84
109a. Remove Wall heater	1.00	EA@	22.77 =	22.77
109b. Wall heater	1.00	EA @	286.18 =	286.18
110a. Remove Exterior outlet or switch	1.00	EA@	6.11 =	6.11
110b. Exterior outlet or switch	1.00	EA @	22.12 =	22.12

## FCC\_Floor Covering - Carpet

DESCRIPTION		QNTY	UNIT COST	TOTAL
111. Carpet - Standard grade - Replacement	1.00	SF @	2.83 =	2.83
112a. Remove Carpet - metal transition strip	1.00	LF @	0.92 =	0.92
112b. Carpet - metal transition strip	1.00	LF @	2.85 =	2.85
113a. Remove Carpet pad - Standard grade	1.00	SF @	0.13 =	0.13
113b. Carpet pad - Standard grade	1.00	SF @	0.46 =	0.46
114. Step charge for "waterfall" carpet installation	1.00	EA@	11.01 =	11.01

#### FCT\_Floor Covering - Ceramic Tile

DESCRIPTION		QNTY	UNIT COST	TOTAL
115a. Remove Tile floor covering - Standard grade - Minimum repair only up to 25 SF	1.00	SF @	3.04 =	3.04
115b. Tile floor covering - Standard grade - Minimum repair only up to 25 SF	1.00	SF @	6.49 =	6.49
116a. Remove 1/2" Cement board	1.00	SF@	1.01 =	1.01
116b. 1/2" Cement board	1.00	SF@	3.33 =	3.33
117. Regrout tile floor	1.00	SF@	2.27 =	2.27
118. Grout sealer	1.00	SF@	0.84 =	0.84
119. Tile/stone sealer	1.00	SF@	0.67 =	0.67

## FCV\_Floor Covering - Vinyl

DESCRIPTION	QNTY	UNIT COST	TOTAL
DESCRIPTION	QNIT	UNII COST	10

# CONTINUED - FCV\_Floor Covering - Vinyl

DESCRIPTION		QNTY	UNIT COST	TOTAL
120a. Remove Vinyl floor covering (sheet goods) - Standard grade 120b. Vinyl floor covering (sheet goods) - Standard grade	1.00 1.00	SF @ SF @	1.11 = 2.68 =	1.11 2.68
121a. Remove Vinyl - metal transition strip	1.00	LF @	0.92 =	0.92
121b. Vinyl - metal transition strip	1.00	LF @	2.85 =	2.85
122. Floor preparation for resilient flooring	1.00	SF @	0.65 =	0.65

#### FCW\_Floor Covering - Wood

DESCRIPTION		QNTY	UNIT COST	TOTAL
123. Remove Oak flooring - #2 common - no finish REMOVE ONLY	1.00	SF @	2.85 =	2.85
124. Sand and seal wood floor	1.00	SF@	3.14 =	3.14
125. Finish wood floor - Minimum charge - Minimum repair only up to 16 SF	1.00	EA @	384.24 =	384.24
126. Remove Laminate - simulated wood flooring - Standard grade REMO\ ONLY	/E 1.00	SF @	1.43 =	1.43

#### **FNC\_Finish Carpentry**

DESCRIPTION		QNTY	UNIT COST	TOTAL
127a. Remove Trim board - 1" x 4" - installed (pine)	1.00	LF @	0.47 =	0.47
127b. Trim board - 1" x 4" - installed (pine)	1.00	LF @	3.83 =	3.83
128a. Remove Attic entrance cover and trim	1.00	EA@	9.34 =	9.34
128b. Attic entrance cover and trim	1.00	EA@	82.98 =	82.98
129a. Remove Baseboard - 2 1/4"	1.00	LF @	0.51 =	0.51
129b. Baseboard - 2 1/4"	1.00	LF @	2.77 =	2.77
130a. Remove Balustrade - Standard grade	1.00	LF @	6.07 =	6.07
130b. Balustrade - Standard grade	1.00	LF @	94.12 =	94.12
131a. Remove Casing - 2 1/4"	1.00	LF @	0.61 =	0.61
131b. Casing - 2 1/4"	1.00	LF @	2.15 =	2.15
132a. Remove Shelving - wire (vinyl coated)	1.00	LF @	3.96 =	3.96
132b. Shelving - wire (vinyl coated)	1.00	LF @	10.52 =	10.52
133a. Remove Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00	EA @	7.63 =	7.63
133b. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00	EA@	156.84 =	156.84

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#### **CONTINUED - FRM\_Framing & Rough Carpentry**

DESCRIPTION	QNTY	UNIT COST	TOTAL

# CONTINUED - FNC\_Finish Carpentry

DESCRIPTION		QNTY	UNIT COST	TOTAL
134a. Remove Door opening (jamb & casing) - 36"to60"wide - paint grade	1.00	EA @	7.63 =	7.63
134b. Door opening (jamb & casing) - 36"to60"wide - paint grade	1.00	EA@	186.05 =	186.05
135a. Remove Door opening (jamb & casing) - 60" or wider - paint grade	1.00	EA @	7.63 =	7.63
135b. Door opening (jamb & casing) - 60" or wider - paint grade	1.00	EA@	215.32 =	215.32
136a. Remove Handrail - round / oval - softwood - wall mounted	1.00	LF @	0.98 =	0.98
136b. Handrail - round / oval - softwood - wall mounted	1.00	LF @	10.48 =	10.48
137. Base shoe	1.00	LF @	1.35 =	1.35
138a. Remove Window sill	1.00	LF @	0.85 =	0.85
138b. Window sill	1.00	LF @	2.97 =	2.97
139a. Remove Stair Skirt/Apron - wall side - paint grade	1.00	LF @	2.85 =	2.85
139b. Stair Skirt/Apron - wall side - paint grade	1.00	LF @	15.36 =	15.36
140a. Remove Window stool & apron	1.00	LF @	0.92 =	0.92
140b. Window stool & apron	1.00	LF @	7.81 =	7.81

#### FNH\_Finish Hardware

DESCRIPTION		QNTY	UNIT COST	TOTAL
141. Bath accessory - Standard grade - towel bar, towel ring or toilet paper holder	1.00	EA @	20.03 =	20.03
142. Deadbolt - Standard grade	1.00	EA@	35.43 =	35.43
143. Door lockset & deadbolt - exterior - Standard grade	1.00	EA@	58.63 =	58.63
144. Door knob - interior - Standard grade	1.00	EA @	33.76 =	33.76
145. Door stop - spring stop - mounted on baseboard	1.00	EA@	7.62 =	7.62
146. Pocket door hardware	1.00	EA@	97.15 =	97.15
147. Pocket door latch	1.00	EA@	26.11 =	26.11
148. Sliding patio door handle	1.00	EA@	41.89 =	41.89
149. Shower curtain rod	1.00	EA@	31.26 =	31.26
150. Door threshold, aluminum - REPLACE ONLY	1.00	LF @	17.67 =	17.67
151a Remove Door weather stripping	1.00	EA @	15.17 =	15.17
151b. Door weather stripping	1.00	EA @	30.36 =	30.36

## **CONTINUED - FRM\_Framing & Rough Carpentry**

DESCRIPTION		QNTY	UNIT COST	TOTAL
FPL_Fireplaces				
DESCRIPTION		QNTY	UNIT COST	TOTAL
152a. Remove Fireplace Insert	1.00	EA @	364.14 =	364.14
152b. Fireplace Insert	1.00	EA @	2,790.42 =	2,790.42
153a. Remove Fireplace gas log set - 18" to 24"	1.00	EA @	36.41 =	36.41
153b. Fireplace gas log set - 18" to 24"	1.00	EA@	426.23 =	426.23
	1.00	EA @	110.90 =	110.90
154. Fireplace gas log set - Detach & reset				
155. Fireplace hearth - tile	1.00	SF@	14.92 =	14.92
156a. Remove Fireplace screen - Standard grade	1.00	EA @	9.58 =	9.58
156b. Fireplace screen - Standard grade	1.00	EA@	101.93 =	101.93
157. Single wall flue adapter black	1.00	LF @	33.18 =	33.18

## FRM\_Framing & Rough Carpentry

DESCRIPTION		QNTY	UNIT COST	TOTAL
158a. Remove 1" x 10" lumber (.83 BF per LF)	1.00	LF @	1.23 =	1.23
158b. 1" x 10" lumber (.83 BF per LF)	1.00	LF @	4.15 =	4.15
159a. Remove 1" x 12" lumber (1 BF per LF)	1.00	LF @	1.37 =	1.37
159b. 1" x 12" lumber (1 BF per LF)	1.00	LF @	4.94 =	4.94
160a. Remove 1" x 2" lumber (.167 BF per LF)	1.00	LF @	1.04 =	1.04
160b. 1" x 2" lumber (.167 BF per LF)	1.00	LF @	2.01 =	2.01
161a. Remove 1" x 3" lumber (.25 BF per LF)	1.00	LF @	1.15 =	1.15
161b. 1" x 3" lumber (.25 BF per LF)	1.00	LF @	2.30 =	2.30
162a. Remove 1" x 4" lumber (.333 BF per LF)	1.00	LF @	1.15 =	1.15
162b. 1" x 4" lumber (.333 BF per LF)	1.00	LF @	2.41 =	2.41
163a. Remove 1" x 6" lumber (.5 BF per LF)	1.00	LF @	1.15 =	1.15
163b. 1" x 6" lumber (.5 BF per LF)	1.00	LF @	3.09 =	3.09
164a. Remove 1" x 8" lumber (.667 BF per LF)	1.00	LF @	1.21 =	1.21
164b. 1" x 8" lumber (.667 BF per LF)	1.00	LF @	3.76 =	3.76
165a. Remove 2" x 10" lumber - treated (1.67 BF per LF)	1.00	LF @	1.15 =	1.15
165b. 2" x 10" lumber - treated (1.67 BF per LF)	1.00	LF @	4.27 =	4.27
166a. Remove 2" x 10" lumber (1.67 BF per LF)	1.00	LF @	1.15 =	1.15
166b. 2" x 10" lumber (1.67 BF per LF)	1.00	LF @	3.63 =	3.63
167. 2" x 10" x 8' #2 treated pine (material only)	1.00	EA@	16.16 =	16.16
168a. Remove 2" x 12" lumber - treated (2 BF per LF)	1.00	LF @	1.33 =	1.33
168b. 2" x 12" lumber - treated (2 BF per LF)	1.00	LF @	5.36 =	5.36
169a. Remove 2" x 12" lumber (2 BF per LF)	1.00	LF @	1.33 =	1.33
169b. 2" x 12" lumber (2 BF per LF)	1.00	LF @	4.44 =	4.44
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## **CONTINUED - FRM\_Framing & Rough Carpentry**

DESCRIPTION		QNTY	UNIT COST	TOTAL
170a. Remove 2" x 2" lumber - treated (.33 BF per LF)	1.00	LF @	0.66 =	0.66
170b. 2" x 2" lumber - treated (.33 BF per LF)	1.00	LF @	2.27 =	2.27
171. 2" x 2" x 8' #2 treated pine (material only)	1.00	EA @	3.92 =	3.92
172a. Remove 2" x 3" lumber (.5 BF per LF)	1.00	LF @	0.66 =	0.66
172b. 2" x 3" lumber (.5 BF per LF)	1.00	LF @	2.33 =	2.33
173a. Remove 2" x 4" lumber - treated (.667 BF per LF)	1.00	LF @	0.66 =	0.66
173b. 2" x 4" lumber - treated (.667 BF per LF)	1.00	LF @	2.89 =	2.89
174a. Remove 2" x 4" lumber (.667 BF per LF)	1.00	LF @	0.66 =	0.66
174b. 2" x 4" lumber (.667 BF per LF)	1.00	LF @	2.76 =	2.76
175a. Remove 2" x 6" lumber - treated (1 BF per LF)	1.00	LF @	0.73 =	0.73
175b. 2" x 6" lumber - treated (1 BF per LF)	1.00	LF @	3.27 =	3.27
176a. Remove 2" x 6" lumber (1 BF per LF)	1.00	LF @	0.73 =	0.73
176b. 2" x 6" lumber (1 BF per LF)	1.00	LF @	2.96 =	2.96
177. 2" x 6" x 18' #2 treated pine (material only)	1.00	EA@	22.66 =	22.66
178. 2" x 6" x 8' #2 treated pine (material only)	1.00	EA@	9.97 =	9.97
179a. Remove 2" x 8" lumber - treated (1.33 BF per LF)	1.00	LF@	0.99 =	0.99
179b. 2" x 8" lumber - treated (1.33 BF per LF)	1.00	LF @	3.70 =	3.70
180a. Remove 2" x 8" lumber (1.33 BF per LF)	1.00	LF @	0.99 =	0.99
180b. 2" x 8" lumber (1.33 BF per LF)	1.00	LF @	3.25 =	3.25
181a. Remove 4" x 4" square wood post (1.33 BF per LF)	1.00	LF @	1.90 =	1.90
181b. 4" x 4" square wood post (1.33 BF per LF)	1.00	LF @	5.53 =	5.53
182a. Remove 4" x 4" wood post - treated (1.33 BF per LF)	1.00	LF @	1.90 =	1.90
182b. 4" x 4" wood post - treated (1.33 BF per LF)	1.00	LF @	6.58 =	6.58
183. 4" x 4" x 8' - treated lumber post - material only	1.00	EA@	26.55 =	26.55
184a. Remove 6" softwood landing planking - Labor only (per SF)	1.00	SF@	2.42 =	2.42
184b. 6" softwood landing planking - Labor only (per SF)	1.00	SF@	4.11 =	4.11
185. 6" x 6" x 8' - treated lumber post - material only	1.00	EA@	49.10 =	49.10
186a. Remove Beam - engineered strand lumber - 3 1/2" x 11 7/8"	1.00	LF @	6.17 =	6.17
186b. Beam - engineered strand lumber - 3 1/2" x 11 7/8"	1.00	LF@	18.43 =	18.43
187a. Remove Beam - engineered strand lumber - 3 1/2" x 9 1/2"	1.00	LF@	5.87 =	5.87
187b. Beam - engineered strand lumber - 3 1/2" x 9 1/2"	1.00	LF @	17.34 =	17.34
188a. Remove Beam - microlam - 3 1/2" x 11 1/4"	1.00	LF@	6.17 =	6.17
188b. Beam - microlam - 3 1/2" x 11 1/4"	1.00	LF@	16.16 =	16.16
189a. Remove Beam - microlam - 3 1/2" x 7 1/4"	1.00	LF @	5.57 =	5.57
189b. Beam - microlam - 3 1/2" x 7 1/4"	1.00	LF @	12.63 =	12.63
190a. Remove Beam - microlam - 3 1/2" x 9 1/2"	1.00	LF @	5.87 =	5.87
190b. Beam - microlam - 3 1/2" x 9 1/2"	1.00	LF @	13.47 =	13.47
191a. Remove Builder board - 1/2" (composition or fiberboard sheathing)	1.00	SF @	0.18 =	0.18
191b. Builder board - 1/2" (composition or fiberboard sheathing)	1.00	SF@	1.66 =	1.66
192a. Remove Drilled bottom plate - 2" x 6" treated lumber	1.00	LF @	6.39 =	6.39

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## **CONTINUED - FRM\_Framing & Rough Carpentry**

DESCRIPTION		QNTY	UNIT COST	TOTAL
192b. Drilled bottom plate - 2" x 6" treated lumber	1.00	LF @	3.76 =	3.76
193a. Remove Floor trusses - up to 16" deep	1.00	LF @	1.02 =	1.02
193b. Floor trusses - up to 16" deep	1.00	LF @	10.25 =	10.25
194a. Remove Framing hanger	1.00	EA@	6.07 =	6.07
194b. Framing hanger	1.00	EA@	12.65 =	12.65
195a. Remove Framing hanger - large	1.00	EA@	6.07 =	6.07
195b. Framing hanger - large	1.00	EA@	14.22 =	14.22
196a. Remove Framing strap - 24" long	1.00	EA@	7.59 =	7.59
196b. Framing strap - 24" long	1.00	EA@	23.32 =	23.32
197a. Remove Framing strap - 66" long	1.00	EA@	11.38 =	11.38
197b. Framing strap - 66" long	1.00	EA@	53.20 =	53.20
198a. Remove Framing/truss hurricane strap	1.00	EA@	2.03 =	2.03
198b. Framing/truss hurricane strap	1.00	EA@	10.51 =	10.51
199a. Remove Furring strip - 2" x 2"	1.00	SF @	0.58 =	0.58
199b. Furring strip - 2" x 2"	1.00	SF @	1.30 =	1.30
200a. Remove Furring strip - 2" x 2" - applied to concrete	1.00	SF @	0.77 =	0.77
200b. Furring strip - 2" x 2" - applied to concrete	1.00	SF @	2.06 =	2.06
201a. Remove I-joist - 12" deep - 3 1/2" flange	1.00	LF @	1.37 =	1.37
201b. I-joist - 12" deep - 3 1/2" flange	1.00	LF @	6.81 =	6.81
202a. Remove I-joist - 14" deep - 3 1/2" flange	1.00	LF @	1.56 =	1.56
202b. I-joist - 14" deep - 3 1/2" flange	1.00	LF @	7.49 =	7.49
203a. Remove I-joist - 16" deep - 3 1/2" flange	1.00	LF @	1.56 =	1.56
203b. I-joist - 16" deep - 3 1/2" flange	1.00	LF @	9.01 =	9.01
204a. Remove Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	1.00	SF @	1.23 =	1.23
204b. Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	1.00	SF@	3.55 =	3.55
205a. Remove Joist - floor or ceiling - 2x8 - w/blocking	1.00	LF @	1.15 =	1.15
205b. Joist - floor or ceiling - 2x8 - w/blocking	1.00	LF @	3.15 =	3.15
206a. Remove Joist bridging tie	1.00	EA @	2.28 =	2.28
206b. Joist bridging tie	1.00	EA@	4.08 =	4.08
207a. Remove Labor to frame 2" x 4" load bearing wall - 16" oc	1.00	SF @	0.26 =	0.26
207b. Labor to frame 2" x 4" load bearing wall - 16" oc	1.00	SF @	1.59 =	1.59
208a. Remove Labor to install joist - floor or ceiling - 2x10	1.00	LF @	1.31 =	1.31
208b. Labor to install joist - floor or ceiling - 2x10	1.00	LF @	2.12 =	2.12
209a. Remove Landing hand rail/guard rail - Labor only	1.00	LF @	1.37 =	1.37
209b. Landing hand rail/guard rail - Labor only	1.00	LF @	21.11 =	21.11
210a. Remove Metal sway brace	1.00	EA @	11.38 =	11.38
210b. Metal sway brace	1.00	EA @	37.00 =	37.00
211a. Remove Scissor truss - 4/12 slope	1.00	LF @	1.82 =	1.82
211b. Scissor truss - 4/12 slope	1.00	LF @	9.82 =	9.82
212. Sheathing - additional cost for H-clips	1.00	SF @	0.08 =	0.08
213a. Remove Sheathing - foil faced foam - 1/2"	1.00	SF @	0.35 =	0.35
		٥. ق	0.00	2.33

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#### **CONTINUED - FRM\_Framing & Rough Carpentry**

DESCRIPTION		QNTY	UNIT COST	TOTAL
213b. Sheathing - foil faced foam - 1/2"	1.00	SF @	1.35 =	1.35
214a. Remove Sheathing - OSB - 1/2"	1.00	SF@	0.68 =	0.68
214b. Sheathing - OSB - 1/2"	1.00	SF@	1.91 =	1.91
215a. Remove Sheathing - OSB - 3/4" - tongue and groove	1.00	SF @	1.64 =	1.64
215b. Sheathing - OSB - 3/4" - tongue and groove	1.00	SF@	2.79 =	2.79
216a. Remove Sheathing - plywood - 1/2" CDX	1.00	SF@	0.68 =	0.68
216b. Sheathing - plywood - 1/2" CDX	1.00	SF @	2.37 =	2.37
217a. Remove Sheathing - plywood - 1/2" CDX - fire-treated	1.00	SF @	0.68 =	0.68
217b. Sheathing - plywood - 1/2" CDX - fire-treated	1.00	SF@	2.91 =	2.91
218a. Remove Sheathing - plywood - 3/4" - tongue and groove	1.00	SF @	1.64 =	1.64
218b. Sheathing - plywood - 3/4" - tongue and groove	1.00	SF@	3.16 =	3.16
219a. Remove Sheathing - plywood - 3/4" CDX	1.00	SF@	0.82 =	0.82
219b. Sheathing - plywood - 3/4" CDX	1.00	SF @	2.85 =	2.85
220a. Remove Sheathing - plywood - 5/8" CDX	1.00	SF @	0.68 =	0.68
220b. Sheathing - plywood - 5/8" CDX	1.00	SF @	2.49 =	2.49
221. Sill seal foam - 6"	1.00	LF @	0.35 =	0.35
222a. Remove Stud wall - 2" x 4" - 16" oc	1.00	SF@	0.26 =	0.26
222b. Stud wall - 2" x 4" - 16" oc	1.00	SF @	2.85 =	2.85
223a. Remove Stud wall - 2" x 4" x 8' - 16" oc	1.00	LF @	2.09 =	2.09
223b. Stud wall - 2" x 4" x 8' - 16" oc	1.00	LF @	22.02 =	22.02
224a. Remove Top plate - 2" x 4"	1.00	LF @	0.73 =	0.73
224b. Top plate - 2" x 4"	1.00	LF @	2.77 =	2.77
225a. Remove Top plate - 2" x 6"	1.00	LF @	0.80 =	0.80
225b. Top plate - 2" x 6"	1.00	LF @	2.97 =	2.97
226. Total Structural Repair Costs	1.00	EA @		0.00
227a. Remove Truss - 4/12 slope	1.00	LF @	1.82 =	1.82
227b. Truss - 4/12 slope	1.00	LF @	8.28 =	8.28
228a. Remove Underlayment - 1/2" particle board	1.00	SF@	0.80 =	0.80
228b. Underlayment - 1/2" particle board	1.00	SF @	1.88 =	1.88
229a. Remove Underlayment - 3/4" particle board	1.00	SF @	0.80 =	0.80
229b. Underlayment - 3/4" particle board	1.00	SF @	2.04 =	2.04
230a. Remove Wedge anchor bolt - 1/2" x 5 1/2"	1.00	EA @	11.38 =	11.38
230b. Wedge anchor bolt - 1/2" x 5 1/2"	1.00	EA @	11.74 =	11.74
HMR Hazardous Material Remediation				

**HMR\_Hazardous Material Remediation** 

DESCRIPTION QNTY UNIT COST TOTAL

# CONTINUED - HMR\_Hazardous Material Remediation

DESCRIPTION		QNTY	UNIT COST	TOTAL
231. Add for personal protective equipment (hazardous cleanup)	1.00	EA @	15.22 =	15.22
232. Apply anti-microbial agent to the surface area	1.00	SF@	0.35 =	0.35
233. Apply asbestos fiber encapsulating compound	1.00	SF@	1.16 =	1.16
234. Asbestos test fee - full service survey - base fee	1.00	EA @	467.00 =	467.00
235. Asbestos test fee - full service survey - per sample	1.00	EA@	34.17 =	34.17
236. Asbestos test fee - self test (per sample)	1.00	EA @	65.86 =	65.86
237. Box and liner - used for hazardous waste cleanup - Large	1.00	EA @	8.20 =	8.20
238. Box and liner - used for hazardous waste cleanup - Medium	1.00	EA @	4.08 =	4.08
239. Box and liner - used for hazardous waste cleanup - Small	1.00	EA@	3.07 =	3.07
240. Hazardous Material Remediation (Bid Item)	1.00	EA@		0.00
241. Hazardous waste hauling & disposal - (Bid Item)	1.00	EA @		0.00
242. Hazardous Waste/Mold Cleaning- Supervisory/Admin- after hr	1.00	HR @	123.87 =	123.87
243. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	1.00	HR @	82.50 =	82.50
244. Hazardous Waste/Mold Cleaning Technician - after hours	1.00	HR @	112.61 =	112.61
245. Hazardous Waste/Mold Cleaning Technician - per hour	1.00	HR @	75.00 =	75.00
246. Hazardous Waste/Mold Remediation - Labor Minimum	1.00	EA@	187.51 =	187.51
247. HEPA Vacuuming - Detailed - (PER SF)	1.00	SF @	0.96 =	0.96
248. Plastic bag - used for hazardous waste cleanup - Large	1.00	EA@	3.64 =	3.64
249. Plastic bag - used for hazardous waste cleanup - Medium	1.00	EA @	1.99 =	1.99
250. Plastic bag - used for hazardous waste cleanup - Small	1.00	EA @	1.20 =	1.20
251. Plastic container - hazardous waste cleanup - 14 gl	1.00	EA @	47.55 =	47.55
252. Plastic container - hazardous waste cleanup - 30 gl	1.00	EA @	56.05 =	56.05
253. Plastic container - hazardous waste cleanup - 60 gl	1.00	EA @	122.05 =	122.05
254. Plastic container - hazardous waste cleanup - Large	1.00	EA @	16.55 =	16.55
255. Plastic container - hazardous waste cleanup - Medium	1.00	EA @	9.90 =	9.90
256. Plastic container - hazardous waste cleanup - Small	1.00	EA @	6.94 =	6.94
257. Protect - Cover with plastic - 6mil	1.00	SF @	0.36 =	0.36
258. Remove asbestos floor mastic (no haul off)	1.00	SF@	4.35 =	4.35
259. Scrape off asbestos acoustic (popcorn) texture-no haul off	1.00	SF@	4.45 =	4.45
260. Tear off asbestos acoustic ceiling tile (no haul off)	1.00	SF@	4.01 =	4.01
261. Tear off asbestos drywall (no haul off)	1.00	SF @	1.76 =	1.76
262. Tear off asbestos siding (no haul off)	1.00	SF @	2.91 =	2.91
263. Tear off rigid asbestos shingles (no haul off)	1.00	sq @	239.68 =	239.68
264. Tear out asbestos vinyl floor covering (no haul off)	1.00	SF @	3.54 =	3.54

HVC\_Heat, Vent, & Air Conditioning

DESCRIPTION	QNTY	UNIT COST	TOTAL
265a. Remove AC unit w/sleeve - through-wall/window - 12,000 BTU 1.00	D EA @	38.17 =	38.17
265b. AC unit w/sleeve - through-wall/window - 12,000 BTU 1.0	0 EA @	941.94 =	941.94
266a. Remove AC unit w/sleeve - through-wall/window - 18,000 BTU 1.0	0 EA@	38.17 =	38.17
266b. AC unit w/sleeve - through-wall/window - 18,000 BTU 1.0	0 EA@	1,086.30 =	1,086.30
267a. Remove AC unit w/sleeve - through-wall/window - 5,000 BTU 1.0	0 EA @	38.17 =	38.17
267b. AC unit w/sleeve - through-wall/window - 5,000 BTU 1.0	0 EA @	713.23 =	713.23
268a. Remove AC unit w/sleeve - through-wall/window - 8,000 BTU 1.0	0 EA @	38.17 =	38.17
268b. AC unit w/sleeve - through-wall/window - 8,000 BTU 1.0	0 EA @	847.45 =	847.45
269a. Remove Air handler - with heat element and A/C coil - 2 ton 1.0	0 EA @	82.76 =	82.76
269b. Air handler - with heat element and A/C coil - 2 ton 1.0	. —	1,779.47 =	1,779.47
270a. Remove Air handler - with heat element and A/C coil - 3 ton 1.0	0 EA @	82.76 =	82.76
270b. Air handler - with heat element and A/C coil - 3 ton 1.0	0 EA@	1,985.96 =	1,985.96
271a. Remove Air handler - with heat element and A/C coil - 4 ton 1.0	0 EA @	82.76 =	82.76
271b. Air handler - with heat element and A/C coil - 4 ton 1.0	0 EA @	2,256.20 =	2,256.20
272a. Remove Air handler - with heat element and A/C coil - 5 ton 1.0	0 EA @	82.76 =	82.76
272b. Air handler - with heat element and A/C coil - 5 ton 1.0	0 EA@	2,435.34 =	2,435.34
273a. Remove Central air - condenser unit - 2 ton - 14-15 SEER 1.0	0 EA@	50.71 =	50.71
273b. Central air - condenser unit - 2 ton - 14-15 SEER 1.0	0 EA@	1,632.34 =	1,632.34
274a. Remove Central air - condenser unit - 2.5 ton - 14-15 SEER 1.0	0 EA@	50.71 =	50.71
274b. Central air - condenser unit - 2.5 ton - 14-15 SEER 1.0	0 EA@	1,677.50 =	1,677.50
275a. Remove Central air - condenser unit - 3 ton - 14-15 SEER 1.0	0 EA@	50.71 =	50.71
275b. Central air - condenser unit - 3 ton - 14-15 SEER 1.0	0 EA@	2,047.57 =	2,047.57
276a. Remove Central air - condenser unit - 3.5 ton - 14-15 SEER 1.0	0 EA @	50.71 =	50.71
276b. Central air - condenser unit - 3.5 ton - 14-15 SEER 1.0	0 EA @	2,119.62 =	2,119.62
277a. Remove Central air - condenser unit - 4 ton - 14-15 SEER 1.0	0 EA@	50.71 =	50.71
277b. Central air - condenser unit - 4 ton - 14-15 SEER 1.0	0 EA@	2,188.72 =	2,188.72
278a. Remove Central air - condenser unit - 5 ton - 14-15 SEER 1.0	0 EA@	50.71 =	50.71
278b. Central air - condenser unit - 5 ton - 14-15 SEER 1.0	0 EA @	2,803.57 =	2,803.57
279. Central air cond. system - recharge - 10lb refrigerant 1.0	0 EA@	256.37 =	256.37
280. Central air cond. system - refrigerant evacuation 1.0	0 EA @	146.88 =	146.88
281a. Remove Clothes dryer vent - installed 1.0	O EA @	6.11 =	6.11
281b. Clothes dryer vent - installed 1.0	0 EA@	62.27 =	62.27
282a. Remove Clothes dryer vent cover 1.0	0 EA @	4.55 =	4.55
282b. Clothes dryer vent cover 1.0	O EA @	33.51 =	33.51
283a. Remove Coil - 2 ton - cased 1.0	O EA @	68.97 =	68.97
283b. Coil - 2 ton - cased 1.0	0 EA @	582.25 =	582.25
284a. Remove Coil - 3 ton - cased 1.0	0 EA @	68.97 =	68.97
284b. Coil - 3 ton - cased 1.0	O EA @	636.25 =	636.25
285a. Remove Coil - 4 ton - cased 1.0	O EA @	68.97 =	68.97
285b. Coil - 4 ton - cased 1.0	0 EA @	719.43 =	719.43
286a. Remove Coil - 5 ton - cased 1.0	0 EA @	68.97 =	68.97
286b. Coil - 5 ton - cased 1.0	0 EA @	838.23 =	838.23
287a. Remove Cold air return cover 1.0	0 EA @	7.63 =	7.63
287b. Cold air return cover 1.0	O EA @	27.03 =	27.03

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## CONTINUED - HVC\_Heat, Vent, & Air Conditioning

DESCRIPTION		QNTY	UNIT COST	TOTAL
1990 - Davidan Candanasta dusin lina	. 00	54.0	5.07	6.07
	L.00	EA @	6.07 =	6.07
	L.00	EA @	54.77 =	54.77
•	1.00	EA @	6.07 =	6.07
•	L.00	EA @	72.36 =	72.36
	L.00	LF @	0.92 =	0.92
	L.00	LF @	7.64 =	7.64
	1.00	LF @	1.83 =	1.83
	1.00	LF @	19.85 =	19.85
192a. Remove Ductwork - Mech. room - Plenum & Return air - nsulated	1.00	EA @	45.52 =	45.52
92b. Ductwork - Mech. room - Plenum & Return air - Insulated	1.00	EA@	1,042.59 =	1,042.59
93a. Remove Ductwork - Mechanical room - Plenum & Return air 1	L.00	EA@	45.52 =	45.52
93b. Ductwork - Mechanical room - Plenum & Return air 1	1.00	EA@	946.80 =	946.80
94a. Remove Ductwork system - hot or cold air - 1200 to 1599 SF ome	1.00	EA @	551.72 =	551.72
94b. Ductwork system - hot or cold air - 1200 to 1599 SF home	L.00	EA@	4,332.70 =	4,332.70
95a. Remove Ductwork system - hot or cold air - 1600 to 2199 SF ome	1.00	EA @	606.90 =	606.90
95b. Ductwork system - hot or cold air - 1600 to 2199 SF home	L.00	EA @	5,295.78 =	5,295.78
96a. Remove Ductwork system - hot or cold air - 2200 to 2500 SF ome	1.00	EA@	674.33 =	674.33
96b. Ductwork system - hot or cold air - 2200 to 2500 SF home	1.00	EA @	6,189.83 =	6,189.83
97a. Remove Ductwork system - hot or cold air - 901 to 1199 SF home	1.00	EA@	505.75 =	505.75
97b. Ductwork system - hot or cold air - 901 to 1199 SF home	1.00	EA@	3,343.15 =	3,343.15
98a. Remove Ductwork system - hot or cold air - up to 900 SF home	1.00	EA@	455.17 =	455.17
98b. Ductwork system - hot or cold air - up to 900 SF home	1.00	EA@	2,875.51 =	2,875.51
99a. Remove Emergency drip pan	1.00	EA@	6.95 =	6.95
99b. Emergency drip pan	1.00	EA@	36.90 =	36.90
00a. Remove Foundation vent - installed in masonry block/brick	1.00	EA@	18.28 =	18.28
00b. Foundation vent - installed in masonry block/brick	1.00	EA@	83.28 =	83.28
01a. Remove Furnace - floor - up to 50,000 BTU	L.00	EA@	76.37 =	76.37
	1.00	EA@	1,686.99 =	1,686.99
02a. Remove Furnace - horizontal or vertical - forced air - 100,000 TU	1.00	EA @	82.76 =	82.76
02b. Furnace - horizontal or vertical - forced air - 100,000 BTU	1.00	EA@	2,480.81 =	2,480.81
	1.00	EA @	82.76 =	82.76
	L.00	EA@	1,894.87 =	1,894.87
	1.00	EA @	82.76 =	82.76
	L.00	EA @	2,170.82 =	2,170.82

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## CONTINUED - HVC\_Heat, Vent, & Air Conditioning

DESCRIPTION		QNTY	UNIT COST	TOTAL
305a. Remove Furnace vent - aluminum, 4"	1.00	LF @	0.74 =	0.74
305b. Furnace vent - aluminum, 4"	1.00	LF @	13.38 =	13.38
306a. Remove Furnace vent - double wall, 8"	1.00	LF @	1.62 =	1.62
306b. Furnace vent - double wall, 8"	1.00	LF @	45.06 =	45.06
307. Heat, Vent, & Air Conditioning - Minor repair	1.00	EA @	239.16 =	239.16
308a. Remove Heat/AC register - Floor register	1.00	EA@	1.69 =	1.69
308b. Heat/AC register - Floor register	1.00	EA@	14.56 =	14.56
309a. Remove Heat/AC register - Mechanically attached	1.00	EA @	3.04 =	3.04
309b. Heat/AC register - Mechanically attached	1.00	EA@	21.77 =	21.77
310a. Remove Refrigerant lineset - 3/8" x 3/4" tubing - up to 30'	1.00	EA@	17.07 =	17.07
310b. Refrigerant lineset - 3/8" x 3/4" tubing - up to 30'	1.00	EA@	316.22 =	316.22
311a. Remove Thermostat - Standard grade	1.00	EA@	6.75 =	6.75
311b. Thermostat - Standard grade	1.00	EA@	80.55 =	80.55
312a. Remove Wall heater - blue flame vent-free - up to 30,000 BTU	1.00	EA@	45.52 =	45.52
312b. Wall heater - blue flame vent-free - up to 30,000 BTU	1.00	EA@	448.93 =	448.93

#### INM\_Insulation - Mechanical

DESCRIPTION	QNTY	UNIT COST	TOTAL
313a. Remove Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe 1.00	LF @	0.83 =	0.83
313b. Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe 1.00	LF @	6.19 =	6.19
314a. Remove Foam pipe insulation - 1" wall for 1/8" to 3/4" pipe 1.00	LF @	0.83 =	0.83
314b. Foam pipe insulation - 1" wall for 1/8" to 3/4" pipe 1.00	LF @	4.89 =	4.89
315a. Remove Foam pipe insulation - 1" wall for 2" to 3" pipe 1.00	LF @	0.83 =	0.83
315b. Foam pipe insulation - 1" wall for 2" to 3" pipe 1.00	LF @	8.60 =	8.60
316a. Remove Foam pipe insulation - 1/2" wall for 1" to 1 1/2" pipe 1.00	LF @	0.83 =	0.83
316b. Foam pipe insulation - 1/2" wall for 1" to 1 1/2" pipe 1.00	LF @	4.08 =	4.08
317a. Remove Foam pipe insulation - 1/2" wall for 1/8" to 3/4" pipe 1.00	LF @	0.83 =	0.83
317b. Foam pipe insulation - 1/2" wall for 1/8" to 3/4" pipe 1.00	LF @	3.27 =	3.27
318a. Remove Foam pipe insulation - 1/2" wall for 2" to 3" pipe 1.00	LF @	0.83 =	0.83
318b. Foam pipe insulation - 1/2" wall for 2" to 3" pipe 1.00	LF @	5.48 =	5.48
319a. Remove Foam pipe insulation - 3/4" wall for 1" to 1 1/2" pipe 1.00	LF @	0.83 =	0.83
319b. Foam pipe insulation - 3/4" wall for 1" to 1 1/2" pipe 1.00	LF @	5.47 =	5.47
320a. Remove Foam pipe insulation - 3/4" wall for 1/8" to 3/4" pipe 1.00	LF @	0.83 =	0.83
320b. Foam pipe insulation - 3/4" wall for 1/8" to 3/4" pipe 1.00	LF @	4.04 =	4.04
321a. Remove Foam pipe insulation - 3/4" wall for 2" to 3" pipe 1.00	LF @	0.83 =	0.83

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# CONTINUED - INM\_Insulation - Mechanical

DESCRIPTION		QNTY	UNIT COST	TOTAL
321b. Foam pipe insulation - 3/4" wall for 2" to 3" pipe	1.00	LF @	6.85 =	6.85

#### INS\_Insulation

DESCRIPTION		QNTY	UNIT COST	TOTAL
322a. Remove Baffle vent - foam	1.00	LF @	0.31 =	0.31
322b. Baffle vent - foam	1.00	LF @	1.07 =	1.07
323a. Remove Batt insulation - 4" - R13 - paper faced - walls	1.00	SF @	0.29 =	0.29
323b. Batt insulation - 4" - R13 - paper faced - walls	1.00	SF @	0.98 =	0.98
324a. Remove Batt insulation - 6" - R19 - paper faced - subfloors	1.00	SF @	0.35 =	0.35
324b. Batt insulation - 6" - R19 - paper faced - subfloors	1.00	SF @	1.22 =	1.22
325a. Remove Blown-in insulation - 12" depth - R30 - ceilings	1.00	SF @	1.18 =	1.18
325b. Blown-in insulation - 12" depth - R30 - ceilings	1.00	SF@	1.19 =	1.19
326a. Remove House wrap (air/moisture barrier)	1.00	SF@	0.06 =	0.06
326b. House wrap (air/moisture barrier)	1.00	SF@	0.27 =	0.27
327a. Remove Rigid foam insulation board - 1/2"	1.00	SF@	0.38 =	0.38
327b. Rigid foam insulation board - 1/2"	1.00	SF@	0.72 =	0.72
328a. Remove Rigid foam insulation board - 3/4"	1.00	SF@	0.38 =	0.38
328b. Rigid foam insulation board - 3/4"	1.00	SF@	0.83 =	0.83

#### LAB\_Labor Only

DESCRIPTION			QNTY	UNIT COST	TOTAL
329. Hazardous Waste/Mold Clean	ing -Supervisory/Admin- per hour	1.00	HR @	82.50 =	82.50
330. Hazardous Waste/Mold Clean	ing Technician - per hour	1.00	HR @	75.00 =	75.00

#### LIT\_Light Fixtures

DESCRIPTION		QNTY	UNIT COST	TOTAL
331a. Remove Ceiling fan & light - Standard grade	1.00	EA @	22.90 =	22.90
331b. Ceiling fan & light - Standard grade	1.00	EA @	254.36 =	254.36
332a. Remove Exterior light fixture - Standard grade	1.00	EA @	15.22 =	15.22

## CONTINUED - LIT\_Light Fixtures

DESCRIPTION		QNTY	UNIT COST	TOTAL
332b. Exterior light fixture - Standard grade	1.00	EA @	72.14 =	72.14
333a. Remove Fluorescent light fixture - Standard grade	1.00	EA @	16.91 =	16.91
333b. Fluorescent light fixture - Standard grade	1.00	EA@	77.94 =	77.94
334a. Remove Light bar - 3 lights	1.00	EA @	24.28 =	24.28
334b. Light bar - 3 lights	1.00	EA @	74.14 =	74.14
335. Light bulb - Fluorescent tube - 4' soft white - mat. only	1.00	EA @	6.81 =	6.81
336. Light bulb - Incand. small or medium globe - mat. only	1.00	EA @	1.71 =	1.71
337a. Remove Light fixture - Standard grade	1.00	EA @	10.11 =	10.11
337b. Light fixture - Standard grade	1.00	EA@	51.92 =	51.92

#### LND\_Landscaping

DESCRIPTION		QNTY	UNIT COST	TOTAL
338. Lawn - sod	1.00	SF @	0.52 =	0.52
339. Mulching - LEAD REMEDIATION USE ONLY	1.00	SF @	0.51 =	0.51
340. Mulching (per CY) - LEAD REMEDIATION USE ONLY	1.00	CY@	65.67 =	65.67

#### MAS\_Masonry

DESCRIPTION		QNTY	UNIT COST	TOTAL
341a. Remove Brick veneer - Standard grade (i.e., concrete)	1.00	SF @	2.76 =	2.76
341b. Brick veneer - Standard grade (i.e., concrete)	1.00	SF@	14.53 =	14.53
342. Re-point masonry	1.00	SF@	6.87 =	6.87

## MBL\_Marble - Cultured or Natural

DESCRIPTION		QNTY	UNIT COST	TOTAL
343a. Remove Vanity top - one sink - cultured marble	1.00	LF @	1.62 =	1.62
343b. Vanity top - one sink - cultured marble	1.00	LF @	79.45 =	79.45
344a. Remove Vanity top - two sinks - cultured marble	1.00	LF @	1.62 =	1.62
344b. Vanity top - two sinks - cultured marble	1.00	LF @	116.99 =	116.99

#### MPR\_Moisture Protection

DESCRIPTION		QNTY	UNIT COST	TOTAL
345. Caulking - acrylic	1.00	LF @	2.26 =	2.26

#### MSD\_Mirrors & Shower Doors

DESCRIPTION		QNTY	UNIT COST	TOTAL
346a. Remove Mirror - 1/8" plate glass - up to 6SF per sink	1.00	SF @	0.34 =	0.34
346b. Mirror - 1/8" plate glass - up to 6SF per sink	1.00	SF @	14.12 =	14.12

## ORI\_Ornamental Iron

DESCRIPTION		QNTY	UNIT COST	TOTAL
347. Detach & Reset Ornamental iron - Security door - Detach & Reset only	1.00	EA @	92.31 =	92.31
348. Remove Ornamental iron - security grill - window - Remove Only	1.00	SF @	3.04 =	3.04

## PLA\_Interior Lath & Plaster

DESCRIPTION		QNTY	UNIT COST	TOTAL
349. Interior Plaster Repair - Min. Charge - Labor and Material - Minimum repair only up to 6 SF	1.00	EA @	547.27 =	547.27
350. Tear off plaster on wood lath	1.00	SF@	1.97 =	1.97

#### PLM\_Plumbing

DESCRIPTION		QNTY	UNIT COST	TOTAL
351. 504 Compliant Raised Toilet Seat - for use with standard toilet	1.00	EA @	110.54 =	110.54
352. 504 Roll-in Fiberglass Shower Unit with Overflow Barrier 62x33	1.00	EA @	1,795.72 =	1,795.72
353. 504 Roll-Under Wall Mounted Sink/Vaity with P-trap & Valve	1.00	EA@	448.57 =	448.57
Covers				
354. 504 Seat Height Elongated Toilet	1.00	EA@	593.60 =	593.60
355. 504 Wall/Hand Shower with Slide Bar	1.00	EA @	311.19 =	311.19
356. 504 Wall/Hand Shower with Slide Bar and Tub Faucet	1.00	EA @	392.68 =	392.68
357a. Remove Angle stop valve	1.00	EA @	6.07 =	6.07
357b. Angle stop valve	1.00	EA@	35.19 =	35.19

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## CONTINUED - PLM\_Plumbing

DESCRIPTION		QNTY	UNIT COST	TOTAL
358a. Remove Bathtub - Standard grade	1.00	EA @	91.03 =	91.03
358b. Bathtub - Standard grade	1.00	EA@	755.62 =	755.62
359a. Remove Black pipe with fitting and hanger, 1"	1.00	LF @	3.25 =	3.25
359b. Black pipe with fitting and hanger, 1"	1.00	LF @	14.91 =	14.91
360. Dishwasher connection	1.00	EA@	144.11 =	144.11
361a. Remove Drain/Vent line - ABS pipe with fitting and hanger, 1-1/2"	1.00	LF @	1.31 =	1.31
361b. Drain/Vent line - ABS pipe with fitting and hanger, 1-1/2"	1.00	LF@	9.01 =	9.01
362a. Remove Drain/Vent line - ABS pipe with fitting and hanger, 2"	1.00	LF@	1.31 =	1.31
362b. Drain/Vent line - ABS pipe with fitting and hanger, 2"	1.00	LF @	13.28 =	13.28
363a. Remove Drain/Vent line - ABS pipe with fitting and hanger, 3"	1.00	LF @	1.46 =	1.46
363b. Drain/Vent line - ABS pipe with fitting and hanger, 3"	1.00	LF @	16.18 =	16.18
364a. Remove Drain/Vent line - ABS pipe with fitting and hanger, 4"	1.00	LF @	1.46 =	1.46
364b. Drain/Vent line - ABS pipe with fitting and hanger, 4"	1.00	LF @	17.65 =	17.65
365a. Remove Drain/Vent line - ABS pipe with fitting and hanger, 6"	1.00	LF@	1.62 =	1.62
365b. Drain/Vent line - ABS pipe with fitting and hanger, 6"	1.00	LF @	29.44 =	29.44
366a. Remove Exterior faucet / hose bibb	1.00	EA@	16.55 =	16.55
866b. Exterior faucet / hose bibb	1.00	EA@	66.36 =	66.36
367a. Remove Fiberglass shower unit - Standard grade	1.00	EA@	91.03 =	91.03
867b. Fiberglass shower unit - Standard grade	1.00	EA@	775.16 =	775.16
368a. Remove Fiberglass tub & shower combination - Standard grade	1.00	EA@	101.15 =	101.15
368b. Fiberglass tub & shower combination - Standard grade	1.00	EA@	971.43 =	971.43
369a. Remove Fiberglass tub surround only - Standard grade	1.00	EA@	45.52 =	45.52
369b. Fiberglass tub surround only - Standard grade	1.00	EA@	373.17 =	373.17
370a. Remove Flexible gas tubing - CSST, 3/4" - per LF	1.00	LF @	1.82 =	1.82
370b. Flexible gas tubing - CSST, 3/4" - per LF	1.00	LF @	11.94 =	11.94
371. Natural gas service line	1.00	LF @	10.50 =	10.50
372a. Remove Pedestal sink - Standard grade	1.00	EA@	30.35 =	30.35
372b. Pedestal sink - Standard grade	1.00	EA@	401.23 =	401.23
373. Plumber - per hour 2.5 hour max through change order	1.00	HR @	115.47 =	115.47
874a. Remove Pressurized water tank - 40 gallons	1.00	EA @	70.20 =	70.20
374b. Pressurized water tank - 40 gallons	1.00	EA@	738.21 =	738.21
375a. Remove P-trap assembly - ABS (plastic)	1.00	EA@	9.10 =	9.10
375b. P-trap assembly - ABS (plastic)	1.00	EA@	62.87 =	62.87
376. Rough in plumbing - per fixture	1.00	EA@	664.45 =	664.45
377. Rough in plumbing - per fixture - w/PEX - Branch system	1.00	EA@	563.21 =	563.21
378a. Remove Sewage filtration/septic tank - 1000 gl.	1.00	EA@	1,440.59 =	1,440.59
378b. Sewage filtration/septic tank - 1000 gl.	1.00	EA @	2,686.70 =	2,686.70
379a. Remove Sewage filtration/septic tank - 1250 gl.	1.00	EA @	1,614.12 =	1,614.12

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#### **CONTINUED - PLM\_Plumbing**

DESCRIPTION		QNTY	UNIT COST	ТОТА
379b. Sewage filtration/septic tank - 1250 gl.	1.00	EA @	3,081.94 =	3,081.94
80a. Remove Sewage filtration/septic tank - 1500 gl.	1.00	EA @	1,670.52 =	1,670.52
80b. Sewage filtration/septic tank - 1500 gl.	1.00	EA @	3,407.06 =	3,407.06
81a. Remove Sewage filtration/septic tank - 2000 gl.	1.00	EA @	1,800.73 =	1,800.73
81b. Sewage filtration/septic tank - 2000 gl.	1.00	EA @	4,547.53 =	4,547.53
82. Sewage filtration/septic tank - aerator pump	1.00	EA@	466.64 =	466.64
83. Sewage filtration/septic tank - effluent pump	1.00	EA @	480.92 =	480.92
84a. Remove Shower faucet - Standard grade	1.00	EA @	22.77 =	22.77
84b. Shower faucet - Standard grade	1.00	EA @	194.93 =	194.93
85a. Remove Sink - double - Standard grade	1.00	EA @	24.28 =	24.28
85b. Sink - double - Standard grade	1.00	EA@	296.53 =	296.53
86a. Remove Sink - single - Standard grade	1.00	EA @	22.77 =	22.77
86b. Sink - single - Standard grade	1.00	EA @	188.34 =	188.34
87. Sink faucet - Bathroom - Economy grade	1.00	EA @	134.30 =	134.30
88. Sink faucet - Kitchen - Economy grade	1.00	EA @	144.30 =	144.30
89. Sink strainer and drain assembly - 2"	1.00	EA@	39.92 =	39.92
90a. Remove Toilet - Standard grade	1.00	EA @	30.35 =	30.35
90b. Toilet - Standard grade	1.00	EA@	397.65 =	397.65
91a. Remove Toilet flange	1.00	EA @	53.55 =	53.55
91b. Toilet flange	1.00	EA @	235.64 =	235.64
92a. Remove Toilet seat - Standard grade	1.00	EA @	8.27 =	8.27
92b. Toilet seat - Standard grade	1.00	EA @	40.33 =	40.33
93a. Remove Tub/shower faucet - Standard grade	1.00	EA @	30.35 =	30.35
93b. Tub/shower faucet - Standard grade	1.00	EA @	264.11 =	264.11
94a. Remove Washing machine outlet box with valves	1.00	EA @	33.10 =	33.10
94b. Washing machine outlet box with valves	1.00	EA @	241.19 =	241.19
95a. Remove Water heater - 30 gallon - Electric - 9 yr	1.00	EA @	70.20 =	70.20
95b. Water heater - 30 gallon - Electric - 9 yr	1.00	EA @	937.02 =	937.02
96a. Remove Water heater - 30 gallon - Gas - 9 yr	1.00	EA @	70.20 =	70.20
96b. Water heater - 30 gallon - Gas - 9 yr	1.00	EA @	1,102.14 =	1,102.14
97a. Remove Water heater - 50 gallon - Electric - 9 yr	1.00	EA @	70.20 =	70.20
97b. Water heater - 50 gallon - Electric - 9 yr	1.00	EA @	1,085.09 =	1,085.09
98a. Remove Water heater - 50 gallon - Gas - 9 yr	1.00	EA @	70.20 =	70.20
98b. Water heater - 50 gallon - Gas - 9 yr	1.00	EA @	1,230.32 =	1,230.32
99a. Remove Water heater blanket	1.00	EA @	7.59 =	7.59
99b. Water heater blanket	1.00	EA @	52.13 =	52.13
00a. Remove Water heater overflow drain pan	1.00	EA @	7.59 =	7.59
00b. Water heater overflow drain pan	1.00	EA @	52.30 =	52.30

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## CONTINUED - PLM\_Plumbing

DESCRIPTION		QNTY	UNIT COST	TOTAL
401a. Remove Water supply line - copper with fitting and hanger, 1"	1.00	LF @	1.66 =	1.66
401b. Water supply line - copper with fitting and hanger, 1"	1.00	LF @	24.78 =	24.78
402a. Remove Water supply line - copper with fitting and hanger, 1/2"	1.00	LF @	1.46 =	1.46
402b. Water supply line - copper with fitting and hanger, 1/2"	1.00	LF @	17.47 =	17.47
403a. Remove Water supply line - copper with fitting and hanger, 1-1/2"	1.00	LF @	1.90 =	1.90
403b. Water supply line - copper with fitting and hanger, 1-1/2"	1.00	LF @	32.50 =	32.50
404a. Remove Water supply line - copper with fitting and hanger, 2"	1.00	LF @	2.67 =	2.67
404b. Water supply line - copper with fitting and hanger, 2"	1.00	LF @	44.84 =	44.84
405a. Remove Water supply line - copper with fitting and hanger, 3"	1.00	LF @	3.04 =	3.04
405b. Water supply line - copper with fitting and hanger, 3"	1.00	LF @	76.24 =	76.24
406a. Remove Water supply line - copper with fitting and hanger, 3/4"	1.00	LF@	1.66 =	1.66
406b. Water supply line - copper with fitting and hanger, 3/4"	1.00	LF @	20.36 =	20.36
407a. Remove Water supply line - copper with fitting and hanger, 3/8"	1.00	LF @	1.46 =	1.46
407b. Water supply line - copper with fitting and hanger, 3/8"	1.00	LF @	18.15 =	18.15
408. Water supply line - PVC with fitting and hanger, 1" REPLACE ONLY	1.00	LF @	14.83 =	14.83
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409a. Remove Well pump - 5 HP - 150' deep	1.00	EA@	382.25 =	382.25
409b. Well pump - 5 HP - 150' deep	1.00	EA@	4,859.95 =	4,859.95
410a. Remove Well pump - submersible - 1/2 hp - pump w/motor	1.00	EA@	572.25 =	572.25
410b. Well pump - submersible - 1/2 hp - pump w/motor	1.00	EA@	1,194.66 =	1,194.66

## PNL\_Paneling & Wood Wall Finishes

DESCRIPTION		QNTY	UNIT COST	TOTAL
411. Remove Paneling - Standard grade - Removal	1.00	SF @	0.37 =	0.37

# PNT\_Painting

DESCRIPTION		QNTY	UNIT COST	TOTAL
412. Exterior - paint two coats	1.00	SF @	1.10 =	1.10
413. Exterior - seal or prime then paint with two finish coats	1.00	SF@	1.48 =	1.48
414. Mask the surface area per square foot - plastic and tape - 4 mil	1.00	SF@	0.23 =	0.23
415. Paint the surface area - two coats	1.00	SF@	0.93 =	0.93
416. Paint aluminum awning	1.00	SF@	0.90 =	0.90

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## CONTINUED - PNT\_Painting

DESC	RIPTION		QNTY	UNIT COST	TOTAI
417.	Paint balustrade - two coats	1.00	LF @	24.91 =	24.91
418.	Paint bifold door set - slab only - 2 coats (per side)	1.00	EA@	47.63 =	47.63
419.	Paint boiler unit	1.00	EA @	137.48 =	137.48
120.	Paint bypass door set - slab only - 2 coats (per side)	1.00	EA@	46.07 =	46.07
121.	Paint cafe doors - pair - 2 coats (per side)	1.00	EA @	29.41 =	29.41
122.	Paint casing - oversized - two coats	1.00	LF @	1.50 =	1.50
123.	Paint concrete the surface area	1.00	SF @	0.93 =	0.93
124.	Paint disappearing (folding) stairway/attic access ladder	1.00	EA @	150.74 =	150.74
25.	Paint door slab only - 2 coats (per side)	1.00	EA@	35.68 =	35.68
26.	Paint door/window trim & jamb - 2 coats (per side)	1.00	EA@	29.95 =	29.95
27.	Paint door/window trim & jamb - Large - 2 coats (per side)	1.00	EA@	35.25 =	35.25
28.	Paint French door slab only - 2 coats (per side)	1.00	EA@	68.27 =	68.27
29.	Paint full louvered door slab only - 2 coats (per side)	1.00	EA@	48.83 =	48.83
30.	Paint handrail - wall mounted	1.00	LF @	1.09 =	1.09
31.	Paint masonry	1.00	SF@	0.77 =	0.77
32.	Paint overhead door - 2 coats (per side)	1.00	EA@	114.39 =	114.39
33.	Paint overhead door - Large - 2 coats (per side)	1.00	EA@	164.81 =	164.81
	Paint plywood sheathing	1.00	SF @	0.55 =	0.55
35.	Paint single bifold door - slab only - 2 coats (per side)	1.00	EA@	28.99 =	28.99
36.	Paint stair skirt/apron	1.00	LF @	5.54 =	5.54
37.	Paint wood patio door - 2 coats (per side)	1.00	EA@	50.15 =	50.15
38.	Prime & paint breaker panel cover	1.00	EA @	19.17 =	19.17
	Prime & paint cold air return (cover)	1.00	EA@	16.14 =	16.14
	Prime & paint deck - 2 coats primer, 2 coats paint	1.00	SF @	1.98 =	1.98
	Prime & paint door slab only - exterior (per side)	1.00	EA@	43.24 =	43.24
	Prime & paint ext. railing - 1 coat primer, 1 coat paint	1.00	LF @	9.22 =	9.22
	Prime & paint exterior fascia - wood, 4"- 6" wide	1.00	LF @	1.61 =	1.61
	Prime & paint exterior fascia - wood, 6"- 8" wide	1.00	LF @	2.01 =	2.01
	Prime & paint exterior soffit - exposed rafters	1.00	SF @	2.95 =	2.95
	Prime & paint exterior soffit - wood	1.00	SF @	2.10 =	2.10
	Prime & paint heat register	1.00	EA @	10.04 =	10.04
	Prime & paint ornamental fence - per SF	1.00	SF @	3.07 =	3.07
	Prime & paint ornamental iron grill	1.00	SF @	2.32 =	2.32
	Prime & paint ornamental iron handrail, 36" to 42" high	1.00	LF @	9.20 =	9.20
	Prime & paint radiator cover	1.00	EA @	32.73 =	32.73
	Prime & paint radiator unit	1.00	EA @	60.61 =	60.61
	Scrape the surface area & prep for paint	1.00	SF @	0.61 =	0.61
	Seal & paint balustrade - three coats	1.00	LF @	36.71 =	36.71

## CONTINUED - PNT\_Painting

DESCRIPTION		QNTY	UNIT COST	TOTAI
455. Seal & paint base shoe or quarter round	1.00	LF @	0.77 =	0.77
456. Seal & paint baseboard - two coats	1.00	LF @	1.42 =	1.42
457. Seal & paint baseboard w/cap &/or shoe - three coa	ts 1.00	LF @	2.33 =	2.33
458. Seal & paint baseboard w/cap &/or shoe - two coats	1.00	LF @	1.70 =	1.70
459. Seal & paint bifold door set - slab only (per side)	1.00	EA @	47.79 =	47.79
160. Seal & paint cabinetry - lower - faces only	1.00	LF @	19.74 =	19.74
161. Seal & paint cabinetry - lower - inside and out	1.00	LF @	37.86 =	37.86
162. Seal & paint cabinetry - upper - faces only	1.00	LF @	16.47 =	16.47
63. Seal & paint cabinetry - upper - inside and out	1.00	LF @	31.58 =	31.58
164. Seal & paint casing - oversized - three coats	1.00	LF @	2.21 =	2.21
165. Seal & paint casing - three coats	1.00	LF @	2.06 =	2.06
166. Seal & paint casing - two coats	1.00	LF @	1.44 =	1.44
167. Seal & paint closet shelving	1.00	LF @	8.63 =	8.63
168. Seal & paint closet shelving - linen closet	1.00	EA @	85.01 =	85.01
69. Seal & paint closet shelving - single shelf	1.00	EA@	49.42 =	49.42
70. Seal & paint corbel - three coats	1.00	EA@	26.29 =	26.29
71. Seal & Paint cove molding - three coats	1.00	LF @	1.41 =	1.41
72. Seal & paint crown molding - three coats	1.00	LF @	2.16 =	2.16
73. Seal & paint crown molding, oversized - three coats	1.00	LF @	2.26 =	2.26
74. Seal & paint fireplace mantel	1.00	LF @	4.92 =	4.92
75. Seal & paint full height cabinetry - faces only	1.00	LF @	21.66 =	21.66
76. Seal & paint full height cabinetry - inside and out	1.00	LF @	46.39 =	46.39
77. Seal & paint paneling	1.00	SF @	1.14 =	1.14
78. Seal & paint single bifold door - slab only (per side)	1.00	EA@	29.24 =	29.24
79. Seal & paint stair riser - per side - per LF	1.00	LF @	3.43 =	3.43
80. Seal & paint stair skirt/apron (2 coats)	1.00	LF @	6.73 =	6.73
81. Seal & paint stair tread - per side - per LF	1.00	LF @	5.13 =	5.13
82. Seal & paint trim - two coats	1.00	LF @	1.36 =	1.36
183. Seal & paint vanity - faces only	1.00	LF @	17.90 =	17.90
84. Seal & paint vanity - inside and out	1.00	LF @	35.80 =	35.80
85. Seal & paint window sill	1.00	LF @	2.44 =	2.44
86. Seal & paint wood gable vent	1.00	EA @	40.38 =	40.38
87. Seal & paint wood shelving, 12"- 24" width	1.00	LF @	4.30 =	4.30
188. Seal & paint wood window (per side)	1.00	EA @	52.99 =	52.99
189. Seal & paint wood window (per side) - Extra large	1.00	EA@	85.24 =	85.24
190. Seal & paint wood window (per side) - Large	1.00	EA @	70.49 =	70.49
191. Seal & paint wood window (per side) - Small	1.00	EA @	37.11 =	37.11
192. Seal the surface area w/PVA primer - one coat	1.00	SF @	0.58 =	0.58

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## CONTINUED - PNT\_Painting

DESCRIPTION		QNTY	UNIT COST	TOTAL
493. Seal block with masonry sealer	1.00	SF@	0.82 =	0.82
494. Seal floor or ceiling joist system	1.00	SF @	1.17 =	1.17
495. Seal stud wall for odor control	1.00	SF @	0.83 =	0.83
496. Seal/Paint bypass door set - slab only- 2 coats (per side)	1.00	EA@	43.31 =	43.31
497. Seal/prime then paint the surface area twice (3 coats)	1.00	SF@	1.24 =	1.24
498. Stain - wood fence/gate	1.00	SF @	0.84 =	0.84

## RFG\_Roofing

DESCRIPTION		QNTY	UNIT COST	TOTAL
499. Remove 3 tab - 25 yr composition shingle roofing - incl. felt	1.00	SQ@	64.63 =	64.63
500. 3 tab - 25 yr composition shingle roofing (per SHINGLE)	1.00	EA@	13.12 =	13.12
501. Add. layer of comp. shingles, remove & disp 3 tab	1.00	SQ@	39.97 =	39.97
502. Add. layer of comp. shingles, remove & disp Laminated	1.00	SQ@	41.67 =	41.67
503. Remove Additional charge for high roof (2 stories or greater)	1.00	SQ@	6.42 =	6.42
504. Additional charge for high roof (2 stories or greater)	1.00	SQ@	15.85 =	15.85
505. Remove Additional charge for steep roof - 10/12 - 12/12 slope	1.00	SQ@	26.66 =	26.66
506. Additional charge for steep roof - 10/12 - 12/12 slope	1.00	SQ @	56.38 =	56.38
507. Remove Additional charge for steep roof - 7/12 to 9/12 slope	1.00	SQ@	16.97 =	16.97
508. Additional charge for steep roof - 7/12 to 9/12 slope	1.00	SQ@	35.87 =	35.87
509. Remove Additional charge for steep roof greater than 12/12 slope	1.00	SQ@	33.10 =	33.10
510. Additional charge for steep roof greater than 12/12 slope	1.00	SQ@	71.30 =	71.30
511. Asphalt starter - universal starter course	1.00	LF @	1.58 =	1.58
512a. Remove Built-up 4 ply roofing - in place - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ@	87.21 =	87.21
512b. Built-up 4 ply roofing - in place - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ@	370.96 =	370.96
513a. Remove Chimney flashing - average (32" x 36")	1.00	EA@	22.77 =	22.77
513b. Chimney flashing - average (32" x 36")	1.00	EA@	331.22 =	331.22
514a. Remove Continuous ridge vent - shingle-over style	1.00	LF @	1.02 =	1.02
514b. Continuous ridge vent - shingle-over style	1.00	LF @	7.77 =	7.77
515a. Remove Drip edge	1.00	LF @	0.40 =	0.40
515b. Drip edge	1.00	LF@	2.35 =	2.35
516. Elastomeric roof coating - Flat roof - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SF @	2.17 =	2.17
517a. Remove Exhaust cap - through roof - 6" to 8"	1.00	EA@	10.91 =	10.91
517b. Exhaust cap - through roof - 6" to 8"	1.00	EA @	75.20 =	75.20

## CONTINUED - RFG\_Roofing

DESCRIPTION		QNTY	UNIT COST	TOTA
518a. Remove Exhaust cap - through roof - up to 4"	1.00	EA@	10.91 =	10.91
518b. Exhaust cap - through roof - up to 4"	1.00	EA @	65.99 =	65.99
519a. Remove Flashing - pipe jack	1.00	EA@	8.55 =	8.55
519b. Flashing - pipe jack	1.00	EA@	39.49 =	39.49
520a. Remove Flashing, 14" wide	1.00	LF @	0.71 =	0.71
520b. Flashing, 14" wide	1.00	LF @	3.62 =	3.62
521a. Remove Flashing, 20" wide	1.00	LF @	0.71 =	0.71
521b. Flashing, 20" wide	1.00	LF @	3.96 =	3.96
522. Ice & water shield	1.00	SF@	1.31 =	1.31
523. Remove Laminated - comp. shingle rfg w/ felt - Minimum repair only up to 250 SF (2.5 SQ)	1.00	sq @	66.33 =	66.33
524. Laminated - comp. shingle rfg w/ felt - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ @	231.57 =	231.57
525a. Remove Metal roofing - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SF @	0.61 =	0.61
525b. Metal roofing - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SF @	5.59 =	5.59
526a. Remove Modified bitumen roof - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ @	60.68 =	60.68
526b. Modified bitumen roof - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ @	328.18 =	328.18
527a. Remove Ridge cap - composition shingles	1.00	LF @	2.20 =	2.20
527b. Ridge cap - composition shingles	1.00	LF @	3.65 =	3.65
528a. Remove Ridge cap - metal roofing	1.00	LF @	2.60 =	2.60
528b. Ridge cap - metal roofing	1.00	LF@	4.96 =	4.96
529. Remove Roll roofing - 50% overlap - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ @	53.73 =	53.73
530. Roll roofing - 50% overlap - Minimum repair only up to 250 SF (2. 5 GQ)	1.00	SQ@	186.17 =	186.17
531. Remove Roll roofing - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ@	49.92 =	49.92
532. Roll roofing - Minimum repair only up to 250 SF (2.5 SQ)	1.00	SQ@	99.17 =	99.17
533a. Remove Roof vent - off ridge type - 6'	1.00	EA@	24.81 =	24.81
533b. Roof vent - off ridge type - 6'	1.00	EA@	151.32 =	151.32
534a. Remove Roof vent - turbine type - Standard grade	1.00	EA@	10.91 =	10.91
534b. Roof vent - turbine type - Standard grade	1.00	EA@	86.99 =	86.99
535a. Remove Roof vent - turtle type - Metal	1.00	EA@	10.91 =	10.91
535b. Roof vent - turtle type - Metal	1.00	EA @	50.33 =	50.33
536. Roofing felt - 15 lb.	1.00	sq @	26.10 =	26.10
537. Roofing Repair - Minimum Charge - Labor and Material - Minimum repair only of 3 tab 25 yr. composition shingles up to 33 SF (1/3 SQ)	1.00	EA @	445.50 =	445.50
538a. Remove Sheathing - radiant barrier - 1/2" - OSB	1.00	SF @	0.68 =	0.68

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## CONTINUED - RFG\_Roofing

DESCRIPTION		QNTY	UNIT COST	TOTAL
538b. Sheathing - radiant barrier - 1/2" - OSB	1.00	SF @	2.41 =	2.41
539. Step flashing	1.00	LF @	8.02 =	8.02
540a. Remove Valley metal	1.00	LF @	0.71 =	0.71
540b. Valley metal	1.00	LF @	4.89 =	4.89

#### SDG\_Siding

DESCRIPTION		QNTY	UNIT COST	TOTAL
541a. Remove Attic vent - gable end - metal - 30" x 30"	1.00	EA@	10.11 =	10.11
541b. Attic vent - gable end - metal - 30" x 30"	1.00	EA@	113.46 =	113.46
542a. Remove Attic vent - gable end - vinyl	1.00	EA@	10.11 =	10.11
542b. Attic vent - gable end - vinyl	1.00	EA@	129.85 =	129.85
543. Caulking - silicone	1.00	LF @	2.70 =	2.70
544a. Remove Fiber cement lap siding - 8" - Minimum repair only up to 4' in height from base	1.00	SF @	0.52 =	0.52
544b. Fiber cement lap siding - 8" - Minimum repair only up to 4' in height from base	1.00	SF @	4.48 =	4.48
545a. Remove House wrap (air/moisture barrier)	1.00	SF @	0.06 =	0.06
545b. House wrap (air/moisture barrier)	1.00	SF@	0.35 =	0.35
546a. Remove Metal inside corner post	1.00	LF @	1.52 =	1.52
546b. Metal inside corner post	1.00	LF@	4.57 =	4.57
547a. Remove Metal J trim	1.00	LF @	1.27 =	1.27
547b. Metal J trim	1.00	LF@	3.55 =	3.55
548a. Remove Metal outside corner post	1.00	LF@	1.52 =	1.52
548b. Metal outside corner post	1.00	LF @	6.58 =	6.58
549a. Remove Shutters - simulated wood (polystyrene)	1.00	EA@	7.59 =	7.59
549b. Shutters - simulated wood (polystyrene)	1.00	EA@	125.27 =	125.27
550a. Remove Siding - aluminum (.019 thickness) - Standard grade - Minimum repair only up to 4' in height from base	1.00	SF @	0.57 =	0.57
550b. Siding - aluminum (.019 thickness) - Standard grade - Minimum repair only up to 4' in height from base	1.00	SF @	6.77 =	6.77
551a. Remove Siding - hardboard - lap pattern - 8" - Minimum repair only up to 4' in height from base	1.00	SF @	0.52 =	0.52
551b. Siding - hardboard - lap pattern - 8" - Minimum repair only up to 4' in height from base	1.00	SF @	4.17 =	4.17
552a. Remove Siding - hardboard panel - paint grade	1.00	SF@	0.37 =	0.37
552b. Siding - hardboard panel - paint grade	1.00	SF @	3.01 =	3.01

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# CONTINUED - SDG\_Siding

DESCRIPTION		QNTY	UNIT COST	TOTAL
553a. Remove Siding - shiplap - pine or equal - Minimum repair only up to 4' in height from base	1.00	SF @	0.52 =	0.52
553b. Siding - shiplap - pine or equal - Minimum repair only up to 4' in height from base	1.00	SF @	4.85 =	4.85
554a. Remove Siding - vinyl	1.00	SF @	0.52 =	0.52
554b. Siding - vinyl	1.00	SF @	4.08 =	4.08
555a. Remove Siding trim - 1" x 4" fiber cement trim board	1.00	LF @	0.41 =	0.41
555b. Siding trim - 1" x 4" fiber cement trim board	1.00	LF @	5.79 =	5.79

## SFG\_Soffit, Fascia, & Gutter

DESCRIPTION		QNTY	UNIT COST	TOTAL
556a. Remove Soffit & fascia - metal - 2' overhang	1.00	LF @	1.08 =	1.08
556b. Soffit & fascia - metal - 2' overhang	1.00	LF @	15.40 =	15.40
557a. Remove Soffit & fascia - metal - 1' overhang	1.00	LF @	1.02 =	1.02
557b. Soffit & fascia - metal - 1' overhang	1.00	LF @	11.34 =	11.34
558. Soffit & Fascia - Labor Minimum	1.00	EA@	256.73 =	256.73
559a. Remove Soffit - vinyl	1.00	SF@	0.37 =	0.37
559b. Soffit - vinyl	1.00	SF@	5.28 =	5.28
560a. Remove Soffit - metal	1.00	SF@	0.37 =	0.37
560b. Soffit - metal	1.00	SF@	6.22 =	6.22
561a. Remove Gutter / downspout - aluminum - up to 5"	1.00	LF@	0.61 =	0.61
561b. Gutter / downspout - aluminum - up to 5"	1.00	LF @	7.26 =	7.26
562a. Remove Fascia - vinyl coated aluminum - 4" to 6"	1.00	LF @	0.41 =	0.41
562b. Fascia - vinyl coated aluminum - 4" to 6"	1.00	LF @	5.00 =	5.00
563a. Remove Fascia - fiber cement - 6"	1.00	LF @	0.41 =	0.41
563b. Fascia - fiber cement - 6"	1.00	LF @	6.95 =	6.95

#### SPE\_Specialty Items

DESCRIPTION		QNTY	UNIT COST	TOTAL
564. 504 ADA UFAS Compliant Ramp 2-4 Vertical Feet	1.00	EA @	6,500.00 =	6,500.00
565. 504 ADA UFAS Compliant Ramp 4-6 Vertical Feet	1.00	EA @	12,000.00 =	12,000.00
566. 504 Residential Vertical Platform Lift	1.00	EA@	16,000.00 =	16,000.00

#### STR\_Stairs

DESCRIPTION		QNTY	UNIT COST	TOTAL
567a. Remove Stair riser - hardwood - up to 4'	1.00	EA @	4.14 =	4.14
567b. Stair riser - hardwood - up to 4'	1.00	EA@	38.57 =	38.57
568a. Remove Stair stringer - softwood	1.00	LF @	1.82 =	1.82
568b. Stair stringer - softwood	1.00	LF @	6.71 =	6.71
569a. Remove Stair stringer - treated softwood	1.00	LF @	1.82 =	1.82
569b. Stair stringer - treated softwood	1.00	LF @	7.25 =	7.25
570a. Remove Stair tread - hardwood - up to 4'	1.00	EA@	11.38 =	11.38
570b. Stair tread - hardwood - up to 4'	1.00	EA@	73.91 =	73.91
571a. Remove Stair tread - up to 4'	1.00	EA@	6.07 =	6.07
571b. Stair tread - up to 4'	1.00	EA@	20.73 =	20.73
572a. Remove Stairway - 3' wide (8' rise plus joist)	1.00	EA@	227.59 =	227.59
572b. Stairway - 3' wide (8' rise plus joist)	1.00	EA@	614.74 =	614.74
573a. Remove Stairway - 4' wide (8' rise plus joist)	1.00	EA@	227.59 =	227.59
573b. Stairway - 4' wide (8' rise plus joist)	1.00	EA@	799.03 =	799.03
574a. Remove Stairway - disappearing (folding) / attic access ladder	1.00	EA@	26.01 =	26.01
574b. Stairway - disappearing (folding) / attic access ladder	1.00	EA@	364.01 =	364.01
575a. Remove Stairway - stringers, treads & risers (per tread)	1.00	EA@	18.21 =	18.21
575b. Stairway - stringers, treads & risers (per tread)	1.00	EA @	68.57 =	68.57

#### STU\_Stucco & Exterior Plaster

DESCRIPTION		QNTY	UNIT COST	TOTAL
576. Stucco - Fog coat	1.00	SF @	1.19 =	1.19
577. Stucco / Ext. Plaster Repair - Min. Charge Minimum repair only up 4 sf @ 3/4 thick (one 25lb bag of mix)	1.00	EA @	265.27 =	265.27
578a. Remove Synthetic stucco repair	1.00	SF@	0.92 =	0.92
578b. Synthetic stucco repair	1.00	SF@	7.04 =	7.04

# TBA\_Toilet & Bath Accessories

DESCRIPTION		QNTY	UNIT COST	TOTAL
579a. Remove 504 Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00	EA @	18.21 =	18.21
579b. 504 Handicap grab bar - Stainless steel, 1 1/2" x 24"	1.00	EA @	61.56 =	61.56
580a. Remove 504 Handicap grab bar - Stainless steel, 1 1/2" x 30"	1.00	EA @	18.21 =	18.21
580b. 504 Handicap grab bar - Stainless steel, 1 1/2" x 30"	1.00	EA @	70.81 =	70.81
581a. Remove 504 Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00	EA @	18.21 =	18.21
581b. 504 Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00	EA @	77.81 =	77.81
582a. Remove 504 Handicap grab bar - Stainless steel, 1 1/2" x 48"	1.00	EA @	18.21 =	18.21

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#### **CONTINUED - TBA\_Toilet & Bath Accessories**

DESCRIPTION		QNTY	UNIT COST	TOTAL
582b. 504 Handicap grab bar - Stainless steel, 1 1/2" x 48" 583. 504 Shower bench	1.00	EA @	89.31 =	89.31
	1.00	EA @	467.49 =	467.49

## TCR\_TRauma/Crime Scene Remediation

DESCRIPTION	QNTY	UNIT COST	TOTAL
584. Add for personal protective equipment (hazardous cleanup)	1.00EA @	15.22 =	15.22

## TIL\_TILE

DESCRIPTION		QNTY	UNIT COST	TOTAL
585. Remove Tile shower - 105 to 120 SF - Removal Only	1.00	EA@	242.76 =	242.76
586. Remove Tile tub surround - up to 60 SF REMOVE ONLY	1.00	EA@	145.43 =	145.43

#### WDP\_Windows - Sliding Patio Doors

DESCRIPTION		QNTY	UNIT COST	TOTAL
587a. Remove 6-0 6-8 vinyl sliding patio door	1.00	EA @	45.52 =	45.52
587b. 6-0 6-8 vinyl sliding patio door	1.00	EA @	923.71 =	923.71
588a. Remove 8-0 6-8 vinyl sliding patio door	1.00	EA @	54.52 =	54.52
588b. 8-0 6-8 vinyl sliding patio door	1.00	EA @	1,345.66 =	1,345.66

# WDR\_Window Reglazing & Repair

QNTY		UNIT COST	TOTAL
1.00	EA @	75.91 =	75.91
1.00	EA @	134.97 =	134.97
1.00	EA @	202.39 =	202.39
1.00	EA @	253.15 =	253.15
	1.00 1.00 1.00	1.00 EA @ 1.00 EA @ 1.00 EA @	1.00 EA @ 75.91 = 1.00 EA @ 134.97 = 1.00 EA @ 202.39 =

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WDV_Windows - Vinyl		QNTY	UNIT COST	TOTAL
DESCRIPTION				
593. Additional charge for a retrofit window, 12-23 sf	1.00	EA @	121.06 =	121.06
594. Additional charge for a retrofit window, 24-40 sf	1.00	EA @	158.46 =	158.46
595. Additional charge for a retrofit window, 3-11 sf	1.00	EA @	86.38 =	86.38
596a. Remove Vinyl window - double hung, 13-19 sf	1.00	EA @	27.41 =	27.41
596b. Vinyl window - double hung, 13-19 sf	1.00	EA @	367.64 =	367.64
597a. Remove Vinyl window - double hung, 20-28 sf	1.00	EA @	27.41 =	27.41
597b. Vinyl window - double hung, 20-28 sf	1.00	EA @	485.01 =	485.01
598a. Remove Vinyl window - double hung, 4-8 sf	1.00	EA @	27.41 =	27.41
598b. Vinyl window - double hung, 4-8 sf	1.00	EA @	281.92 =	281.92
599a. Remove Vinyl window - double hung, 9-12 sf	1.00	EA @	27.41 =	27.41
599b. Vinyl window - double hung, 9-12 sf	1.00	EA@	323.06 =	323.06

## WTR\_Water Extraction & Remediation

DESCRIPTION		QNTY TOTAL	UNIT COST	
600. Plastic container - hazardous material cleanup - Small	1.00	EA @	6.94 =	6.94
601. Plastic container - hazardous material cleanup - Medium	1.00	EA @	9.90 =	9.90
602. Plastic container - hazardous material cleanup - Large	1.00	EA @	16.55 =	16.55
603. Plastic container - hazardous material cleanup - 60 gl	1.00	EA @	122.05 =	122.05
604. Plastic container - hazardous material cleanup - 30 gl	1.00	EA @	56.05 =	56.05
605. Plastic container - hazardous material cleanup - 14 gl	1.00	EA @	47.55 =	47.55
606. Plastic bag - for hazardous material cleanup - Small	1.00	EA @	1.20 =	1.20
607. Plastic bag - for hazardous material cleanup - Medium	1.00	EA @	1.99 =	1.99
608. Plastic bag - for hazardous material cleanup - Large	1.00	EA @	3.64 =	3.64
609. Box and liner - for hazardous material cleanup - Small	1.00	EA @	3.07 =	3.07
610. Box and liner - for hazardous material cleanup - Medium	1.00	EA@	4.08 =	4.08
611. Box and liner - for hazardous material cleanup - Large	1.00	EA @	8.20 =	8.20
612. Add for personal protective equipment (hazardous cleanup)	1.00	EA@	15.22 =	15.22

PRICELIST\_STNDRD\_NF 11/12/20

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